



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenant: DRI CNQ CNL CNR OLC LRE FFT  
For the landlord: OPR-DR MNR-DR FFL

### Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by the tenant and the landlord seeking remedy under the *Residential Tenancy Act* (Act).

The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice), a 2 Month Notice to End Tenancy for Landlord's Use of Property (2 Month Notice), to dispute a rent increase, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for an order to suspend or set conditions on the landlord's right to enter the rental unit, site or property and to recover the filing fee.

The landlord applied for an order of possession based on unpaid rent or utilities, for a monetary order in the amount of \$4,000 and to recover the cost of the filing fee.

The tenant, an advocate for the tenant, SW (advocate) and counsel for the landlord, AN (counsel) attended the teleconference hearing. All parties, except counsel were affirmed. Counsel was not affirmed as counsel confirmed that they have been called to the BC Bar and as such, have already sworn an oath.

Neither party raised any service issues during the hearing.

Settlement Agreement

During the hearing, the parties agreed to settle all issues related to the 3 files noted on the cover page of this Decision, on the following conditions:

1. The parties agree that the tenancy will end no later than **February 28, 2023 at 5:00 p.m.** An order of possession is granted to the landlord as part of this term, effective February 28, 2023 at 5:00 p.m.
2. The parties agree that for December 2022, January 2023, and February 2023, the monthly rent will be \$1,030 per month and due on the first day of each month.
3. The parties agree that in the event the tenant vacates the rental unit prior to February 28, 2023, the parties agree that there will be no penalty for the tenant doing so.
4. The parties agree that in the event the tenant vacates the rental unit earlier than February 28, 2023, the parties agree that a per diem/daily rate of rent will be owed and any additional amount will be refunded to the tenant.
5. The parties agree that as of November 15, 2022, the tenant does not owe rent arrears and that both parties waive their right to the recovery of their respective filing fees.
6. The parties agree that the 10 Day Notice and 2 Month Notice issued during the tenancy are of no force or effect and that the tenancy is ending based on this mutual agreement to end tenancy, pursuant to section 63 of the Act.
7. The parties agree that this mutually settled agreement does not apply to the tenant's security deposit, which will be dealt with in accordance with section 38 of the Act.
8. The parties agree that this mutually settled agreement includes both parties withdrawing their respective applications and that all 3 files listed on the cover page of this Decision are resolved by this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Pursuant to section 62(3) of the Act, I make the following order:

**I ORDER** the parties to comply with their mutually settled agreement specified above, comprised of 8 terms.

Conclusion

The parties have entered into a mutually settled agreement pursuant to section 63 of the Act and I have made the order listed above to ensure the binding nature of the agreement between the parties, which is final and binding.

The landlord is granted an order of possession effective February 28, 2023 at 5:00 p.m. Should the landlord require enforcement, the landlord must first serve the tenant with the order of possession. If necessary, the landlord may file the order of possession in the Supreme Court of British Columbia for enforcement purposes.

This Decision will be emailed to both parties at the email addresses confirmed during the hearing.

The order of possession will be emailed to the landlord only for service on the tenant, if necessary.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 15, 2022

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Residential Tenancy Branch