



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, LRE, FFT
OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with two Applications for Dispute Resolution that were filed by the Tenants (the Tenants' Applications) under the Residential Tenancy Act (the Act) on August 2, 2022, and October 2, 2022, seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 27, 2022 (10 Day Notice #1);
- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 24, 2022 (10 Day Notice #2);
- An order for the Landlord to comply with the Act, regulation, or tenancy agreement;
- An order restricting or setting conditions on the Landlord's right to enter the rental unit; and
- Recovery of their filing fees.

This hearing also dealt with a Cross-Application for Dispute Resolution filed by the Landlord (the Landlord's Application) under the Act on October 5, 2022, seeking:

- An Order of Possession for unpaid rent;
- Recovery of unpaid rent; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 A.M. on November 28, 2022, and was attended by the Landlord and the Tenant M.W. (the Tenant). All testimony provided was affirmed. Although the Tenant acknowledged receipt of the Landlord's Notice of Dispute Resolution Proceeding (NODRP) package and stated that they had no concerns with regards to the date or method of service, they acknowledged

that neither of their NODRP's was served on the Landlord. As a result, I dismissed the Tenants' Application with leave to re-apply, except for their claims for recovery of the filing fees and cancellation of the 10 Day Notices, which were dismissed without leave to reapply. The hearing therefore proceeded as scheduled in relation to only the Landlord's Application.

The participants were advised that pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure), interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over myself and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal recordings of the proceeding were prohibited under the Residential Tenancy Branch Rules of Procedure (Rules of Procedure) and confirmed that they were not recording the proceedings.

A copy of the decision and any orders issued in their favor will be sent to the parties in the manner requested at the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end at 1:00 P.M. on December 4, 2022, and that the Tenant and all occupants will vacate the rental unit by that date and time.
2. The parties agree that the Tenants owe \$5,015.00 to the Landlord for outstanding rent up to and including November 30, 2022, per diem rent for December 1-4, 2022, and recovery of the \$100.00 filing fee, and the Tenant agrees to pay this amount.
3. The parties agree that the Landlord will not enforce the attached Monetary Order in the amount of \$5,015.00 provided the Tenants comply with the following payment scheduled:

- a. The Tenants will pay \$700.00 to the Landlord on the 1st day and the 15th day of each month, starting on December 1, 2022, and with the last payment being only \$115.00.
4. The Landlord agrees, with the Tenant's consent, that all notices to end tenancy issued to-date are withdrawn and of no force or effect.
5. The parties agree that a move-out condition inspection will occur at 1:00 P.M. on December 4, 2022, unless otherwise mutually agreed by the parties.
6. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended in accordance with the Act and/or this agreement.
7. The Tenant agrees that the Landlord may serve them the Order of Possession and Monetary Order related to this settlement agreement via email at the email address listed for them on the cover page of this decision.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at 1:00 P.M. on December 4, 2022. The Landlord is provided with the Order of Possession in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I also grant the Landlord a Monetary Order in the amount of \$5,015.00. The Landlord is provided with the Monetary order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Court of British Columbia and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 28, 2022

Residential Tenancy Branch