



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

File #310087784: CNR, RP, PSF, AS, OLC

File #310088551: OPR-DR, MNR-DR, FFL

Introduction

The Tenants file an application seeking the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy signed on October 4, 2022 (the “10-Day Notice to End Tenancy”);
- an order pursuant to s. 32 for repairs;
- an order pursuant to ss. 27 and 62 that the Landlord provide services or facilities required by the tenancy agreement or law;
- an order pursuant to s. 65 that the tenant be permitted to assign or sublet the rental unit; and
- an order pursuant to s. 62 that the landlord comply with the Act, Regulations, and/or the tenancy agreement;.

The Landlord files his own application seeking the following relief under the *Act*:

- an order of possession pursuant to s. 55 after issuing the 10-Day Notice;
- a monetary order pursuant to s. 67 for unpaid rent; and
- return of the filing fee pursuant to s. 72.

The Landlord’s application was filed as a direct request but was adjourned to a participatory hearing in light of the Tenants’ application.

T.W. and R.L.L. appeared as the Tenants. P.G. appeared as the Landlord. S.G. identified himself as the Landlord’s son and assisted his father during the hearing.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Preliminary Issue – Amending the Style of Cause

R.L.L. introduced himself at the beginning of the hearing such that it did not correspond with the spelling of his name in the applications. Policy Guideline #43 is clear that the legal spelling of an individual's name is to be used when a party is named in an application. R.L.L. confirmed the spelling of his name with me at the hearing. Accordingly, I exercise my discretion to correct the style of cause to reflect the legal name of R.L.L. as confirmed by him with me at the hearing.

Parties' Settlement

Pursuant to section 63 of the *Act*, I may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on January 20, 2023.
2. The Landlord agrees to settle his unpaid rent claim with the Tenants in the total amount of \$2,700.00, which is to be apportioned between the Tenants as follows:
 - a. R.L.L. shall pay a total of \$1,200.00 to the Landlord in three monthly installments as follows:
 - i. \$400.00 to be paid on January 20, 2023;
 - ii. \$400.00 to be paid on February 20, 2023; and
 - iii. \$400.00 to be paid on March 20, 2023.
 - b. T.W. shall pay a total of \$1,500.00 to the Landlord in three monthly installments as follows:
 - i. \$500.00 to be paid on January 20, 2023;
 - ii. \$500.00 to be paid on February 20, 2023; and

iii. \$500.00 to be paid on March 20, 2023.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement I grant the Landlord an order of possession and a monetary order as set out above. The Tenants shall provide vacant possession of the rental unit to the Landlord no later than **1:00 PM on January 20, 2023**.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Landlord shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

It is the Landlord's obligation to serve the orders on the Tenants. If the Tenants do not comply with the monetary order, it may be filed by the Landlord with the Small Claims Division of the Provincial Court and enforced as an order of that Court. If the Tenants do not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

This decision 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: January 10, 2023

Residential Tenancy Branch