



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      Tenants: CNR-MT, MNRT, MNDCT, RR  
Landlord: OPR-DR, MNR-DR, FFL

### Introduction

This hearing dealt with the parties' applications under the *Residential Tenancy Act* (the "Act"). The Tenants applied for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 2, 2022 (the "10 Day Notice") pursuant to section 46;
- more time to dispute the 10 Day Notice pursuant to section 66;
- a Monetary Order of \$250.00 for the cost of emergency repairs that Tenants made during the tenancy pursuant to section 33;
- a Monetary Order of \$1,500.00 for the Tenants' monetary loss or money owed by the Landlord pursuant to section 67; and
- an order to allow the Tenants to reduce rent by \$1,700.00 for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The Landlord applied for:

- an Order of Possession under the 10 Day Notice pursuant to section 55;
- a Monetary Order of \$1,025.00 for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for the Landlord's application from the Tenants pursuant to section 72.

The Landlord's agent SH and the Tenants attended this hearing.

### Settlement

Pursuant to section 63 of the Act, an arbitrator 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, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of the issues under dispute in their respective applications:

1. The effective date of the 10 Day Notice is extended to May 31, 2023. The Tenants and any other occupant will vacate the rental unit by 1:00 pm on May 31, 2023.
2. The Tenants will pay rent of \$1,045.00 for the month of February 2023 and \$20.00 representing the balance of rent for the month of January 2023 to the Landlord on February 3, 2023. The Tenants will pay rent of \$1,045.00 per month to the Landlord due on March 1, 2023, April 1, 2023, and May 1, 2023.
3. The parties agree that their respective rights and obligations under the Act, the regulations, and their tenancy agreement will continue for the duration of this tenancy.
4. The Landlord will send a pest control contractor to inspect the rental unit between February 7 and 10, 2023 and follow the recommendations of the contractor.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as final, binding, and enforceable, which settle the issues raised on the parties' two applications for this hearing.

### Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of the parties' applications and make no order regarding any filing fees.

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant the Landlord an Order of Possession which orders that the Tenants and any occupant provide vacant possession of the rental unit to the Landlord by **1:00 pm on May 31, 2023**. This Order may be served upon the Tenants, filed with the Supreme 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 *Residential Tenancy Act*.

Dated: January 30, 2023

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Residential Tenancy Branch