



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADIAN GENERAL PROPERTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, RR, ERP, RP, OLC**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

1. Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act;
2. An Order to reduce rent for repairs, services or facilities agreed upon but not provided pursuant to Section 65 of the Act;
3. An Order for emergency repairs for health or safety reasons pursuant to Section 33 of the Act;
4. An Order for repairs to the unit, the Landlord has been contacted in writing to make repairs, but they have not been completed pursuant to Section 32 of the Act; and,
5. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement pursuant to Section 62(3) of the Act.

The hearing was conducted via teleconference. The Landlord's Agent and the Tenant attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

At the outset of the hearing the Tenant testified that she sent an end of tenancy notice to the Landlord on December 14, 2022. She stated the end date would be January 31, 2023. The Landlord's Agent replied that they have not received this notice as of this date.

Settlement

Pursuant to Section 63 of the Act, the 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.

The parties settled on a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The tenancy will end by way of mutual agreement at 1:00 p.m. on January 31, 2023;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. Both Parties agreed that the Tenant owes \$4,241.00 in outstanding rent (Outstanding rent amount-\$5,041.00, less deposits-\$800.00).
4. The Landlord will be issued a Monetary Order in the amount of \$4,241.00, and the Parties can agree to a payment schedule, or the Landlord can file the Monetary Order in the Small Claims Court and ask for a payment schedule to be set;
5. The Parties are ordered to comply with all these settlement terms; and,
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Both Parties are encouraged to keep accurate records of all payments made towards the unpaid rent debt. Should the Tenant default in any payment schedule agreed to by the Parties, the Landlord may file the Monetary Order at the Small Claims Court for enforcement. Either party can apply for a payment schedule to be set by the Court for the remaining balance.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement, I grant the Landlord an Order of Possession effective at 1:00 p.m. on January 31, 2023. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order totalling \$4,241.00. Should the Tenant default in any payment schedule agreed to, the Landlord may file the Monetary Order in the Small Claims Division of the Provincial Court of British Columbia and apply for a payment schedule set by 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: January 03, 2023

Residential Tenancy Branch