



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR, RR, OLC, FFT**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order for a reduction of rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and both tenants attended the hearing. The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Preliminary Issue

- Service of evidence

The landlord acknowledged service of the tenant's Notice of Dispute Resolution Proceedings, however he did not receive any of the tenants' documentary evidence. The tenants acknowledged that they did not serve the landlord with a copy of their evidence although the landlord should have some of their evidence stored as text

messages and emails in his or his agent's phones. The tenants' documentary evidence was excluded from consideration in this decision pursuant to Rule 3.14 of the rules of procedure.

Likewise, the landlord's evidence was sent to the tenants less than 7 days before this hearing. The landlord's documentary evidence was excluded from consideration pursuant to Rule 3.15.

- Severing of issues

At the commencement of the hearing, I severed out the tenant's request for a rent reduction, an order for the landlord to comply with the Act in accordance with Rules 2.3 and 6.2. However, these issues were subsequently settled at the end of the hearing.

Settlement Reached

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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on March 31, 2023 by which time the tenants and any other occupants will have vacated the rental unit.
2. The landlord agrees that rent for the months of January and February 2023 is considered paid.
3. The parties agree that the landlord may retain the full security deposit of \$1,000.00 as full payment of rent for the month of March, 2023.
4. The rights and obligations of the parties continue until the tenancy ends.
5. The notice to end tenancy is cancelled and of no further force or effect.
6. The remainder of the tenant's application is dismissed without leave to reapply.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the

application before me and I make no determinations on whether the notice to end tenancy was valid.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is required to serve this Order of Possession upon the tenant and may enforce it as early as 1:00 p.m. on March 31, 2023 should the landlord be required to do so.

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: February 27, 2023

Residential Tenancy Branch