



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: CNR, MNRT, MNDCT, OLC, FFT
Landlord: OPR-DR, MNR-DR, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear crossed applications regarding a tenancy.

The tenant applied on September 27, 2022 for:

- dispute of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 13, 2022 (the 10 Day Notice);
- compensation for emergency repairs made during the tenancy;
- compensation for monetary loss or other money owed;
- an order for the landlord to comply with the Act, Regulation, and/or tenancy agreement; and
- the filing fee.

The landlord applied on September 26, 2022 for:

- an order of possession, having issued the 10 Day Notice;
- a monetary order for unpaid rent, having issued the Notice; and
- the filing fee.

The hearing was attended by the tenant and the landlord, who were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

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.

I advised the parties 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 would hear testimony and make a decision based on the evidence before me. The parties were able to turn their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following binding settlement terms:

- 1) On February 15, 2023, the tenant will pay the landlord \$1,000.00.
- 2) On March 1, 2023, the tenant will pay the landlord \$350.00.
- 3) On March 15, 2023, the tenant will pay the landlord \$1,000.00.
- 4) On March 31, 2023, the tenant will pay the landlord \$350.00.
- 5) On April 15, 2023, the tenant will pay the landlord \$1,350.00.
- 6) The tenant will vacate the rental unit by 1:00 p.m. on April 30, 2023.
- 7) The tenant will complete all work in the kitchen of the rental unit, including crown moulding and the doors, by 1:00 p.m. on April 30, 2023.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion, and that this was a full and final resolution of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the applications before me.

In support of the settlement, I grant the landlord an order of possession effective at 1:00 p.m. on April 30, 2023, and a monetary order for \$4,050.00 to be served on the tenant should she fail to pay rent in accordance with the terms above.

Conclusion

The applications are dismissed.

In support of the parties' agreement, I grant the landlord an order of possession effective at 1:00 p.m. on April 30, 2023, and a monetary order for \$4,050.00 to be served on the tenant should she fail to pay rent in accordance with the terms of the settlement.

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 10, 2023

Residential Tenancy Branch