



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

File #310092725: OPR, MNRL-S, FFL

File #310092325: CNR, MNDCT, DRI, RR, RP, OLC, FFT

### Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order of possession pursuant to s. 55 after issuing a 10-Day Notice to End Tenancy;
- a monetary order pursuant to ss. 38 and 67 seeking compensation for unpaid rent by claiming against the deposit; and
- return of the filing fee pursuant to s. 72.

The Tenants file their own application in which they seek the following relief under the *Act*:

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy;
- a monetary order pursuant to s. 67 for compensation or other money owed;
- an order pursuant to s. 43 disputing a rent increase;
- an order pursuant to s. 65 for a rent reduction;
- an order pursuant to s. 32 for repairs;
- an order pursuant to s. 62 that the landlord comply with the Act, Regulations, and/or the tenancy agreement; and
- return of the filing fee pursuant to s. 72.

B.D. and S.D. appeared as the Landlords. J.C. appeared as the Landlord’s agent and was joined by his assistant J.C.. A.K. appeared as the Tenant.

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 – Style of Causes

The parties in this matter have spelt the name of the other side differently than as was named in their respective applications. I enquired with the parties with respect to the issue. The Tenant confirmed the spelling of her name and the Landlord confirmed he is the Landlord. I proposed that the parties' respective applications be amended such that each party is named as they have named themselves in their own application. The parties raised no objection with respect to doing so.

Accordingly, I amend the style of cause for each application to reflect each parties' naming as they have named themselves in their own application.

### 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 March 15, 2023.
2. The parties' agree that the other side shall be permitted to reapply for their respective monetary claims, should they choose to do so.

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 the applications.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenants shall give vacant possession of the rental unit to the Landlord by no later than **1:00 PM on March 15, 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. Both claims for the return of the filing fee are dismissed without leave to reapply.

The parties' monetary claims are dismissed with leave to reapply.

It is the Landlord's obligation to serve the order of possession on the Tenants. 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: February 09, 2023

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Residential Tenancy Branch