



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR-MT, MNDCT, RP, PSF, FFT**
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Introduction

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

1. Cancellation of the Landlords' two 10 Day Notices to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to Sections 46(1) and 62 of the Act;
2. More time to dispute the notices pursuant to Section 66 of the Act;
3. Cancellation of the Landlords' One Month Notice to End Tenancy for Cause (the "One Month Notice") pursuant to Section 47 of the Act;
4. An Order for compensation for a monetary loss or other money owed pursuant to Section 67 of the Act;
5. An Order for repairs to the unit, the Landlords have been contacted in writing to make repairs, but they have not been completed pursuant to Section 32 of the Act;
6. An Order for the Landlords to provide services or facilities required by the tenancy agreement or law pursuant to Section 62(3) of the Act; and,
7. Recovery of the application filing fee pursuant to Section 72 of the Act.

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 brought up that they had reached 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 4:00 p.m. on June 30, 2023;
2. The Landlord will be granted an Order of Possession for the above tenancy end date;
3. The Landlord submitted that the two 10 Day Notices were no longer valid, as the Tenant had paid his rent within the five day time limit. Accordingly, those notices are canceled;
4. The Landlord agrees to cancel the One Month Notice (this notice was disputed by the Tenant as a 10 Day Notice);
5. The Tenant agrees, further to reaching this settlement, to withdraw his:
 - monetary claims for compensation for a monetary loss or other money owed;
 - repair order claims; and,
 - request for an order for the Landlords to provide services or facilities required by the tenancy agreement or law;
6. The Parties are ordered to comply with all these settlement terms; and,
7. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

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 4:00 p.m. on June 30, 2023. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia.

As this matter was settled, I do not grant recovery of the application filing fees paid by the Tenant.

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: March 21, 2023

Residential Tenancy Branch