



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNDCT, RP, PSF, RR, OLC, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55. The tenant applied to cancel the notice to end tenancy, pursuant to Section 46. Both parties applied for monetary orders and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to comply with the *Act*, carry out repairs, provide services and reduce rent. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Residential Tenancy Branch Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the tenant has applied for an order for the landlord to comply with the *Act* and for an order for the landlord to make repairs, provide services and reduce rent. The tenant has also applied for a monetary order for compensation. As these sections of the applications of the tenant are unrelated to the main section which is to cancel the ten-day notice to end tenancy for unpaid rent, I dismiss these sections with leave to reapply.

Accordingly, this hearing only dealt with the tenant's application to set aside the notice to end tenancy and the landlord's application for an order of possession and a monetary order for unpaid rent.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

## **Background and Evidence**

The tenancy began in August 2022. The monthly rent is \$2,700.00 due on the first of each month and includes utilities. On January 02, 2023, the landlord served the tenant with a ten-day notice to end tenancy for unpaid rent in the amount of \$5,400.00. During the hearing the tenant agreed that she owed the landlord a total of \$10,800.00 in unpaid rent for the months of December 2022 to March 2023.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to pay the outstanding rent in two installments of \$6,000.00 on March 09, 2023 and \$4,800.00 on March 15, 2023.
2. The landlord agreed to accept outstanding rent in two installments. A monetary order will be provided to the landlord for the total amount of unpaid rent.
3. The landlord agreed to allow the tenancy to continue to March 31, 2023, if the tenant makes the two payments of unpaid rent on the agreed upon dates.
4. A two-day order of possession will be granted to the landlord.
5. The landlord agreed not to serve the order of possession on the tenant prior to March 29, 2023, if payment of unpaid rent is made on the dates agreed to by both parties.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Pursuant to the above agreement, I grant the landlord an order of possession effective two days after service on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for the amount of **\$10,800.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant.

I grant the landlord a monetary order in the amount of **\$10,800.00**.

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: March 09, 2023

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Residential Tenancy Branch