



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Dispute Codes**

For the tenant: OPR-DR FFL  
For the landlord: CNC-MT CNR

### **Introduction**

This dispute relates to an Application for Dispute Resolution (application) by both parties. The landlord is seeking the following:

1. Order of possession based on a 10 Day Notice dated December 3, 2022 (10 Day Notice),
2. \$100 filing fee.

The tenant is seeking the following:

1. Cancel a 10 Day Notice
2. Cancel a 1 Month Notice
3. More time to make an application to cancel a 1 Month Notice.

The parties attended the teleconference attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Neither party raised any issues regarding service of documentary evidence or their ability to review that evidence.

Preliminary and Procedural Matter

The parties confirmed their respective email addresses. The decision will be sent to both parties by email.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the landlord is granted a 2-day order of possession, which the landlord agrees not to serve on the tenant until May 29, 2023, **unless the tenant fails to pay full rent on May 1, 2023 of \$1,320.**

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

I find the 1 Month Notice is not relevant as the tenancy ends based on the 10 Day Notice. The parties agreed that rent was eventually paid on December 14, 2022 and that the tenant received the 10 Day Notice on December 5, 2022, which means that rent was not paid within 5 days of December 5, 2022. I have reviewed the 10 Day Notice and find it is valid as it was signed and dated and was on the approved form.

Analysis

The tenancy ended on December 15, 2022, which is the corrected effective vacancy date on the 10 Day Notice.

The order of possession is granted based on the mutual agreement of the parties.

The landlord is authorized to retain \$100 from the tenant's security deposit of \$660 for the filing fee. I find the tenant's filing fee is now \$550 effective immediately.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession which must be served on the tenant and will not be served before May 29, 2023, as long as the tenant pays \$1,320 in rent on or before May 1, 2023. The order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The filing fee has been granted to the landlord as indicated above. The tenant did not pay a filing fee as it was waived.

Should the landlord be required to enforce the order of possession, the tenant should be aware that they could be held liable for all costs related to enforcement, including but not limited to court costs and bailiff fees.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 20, 2023

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Residential Tenancy Branch