



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

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 signed on November 17, 2022 (the “10-Day Notice”);
- a monetary order pursuant to s. 67 for unpaid rent; and
- return of the filing fee pursuant to s. 72.

D.R. appeared as the Landlord, who was joined by her property manager D.O.. C.B. 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.

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 Landlord agrees to withdraw the 10-Day Notice.
2. The parties agree that beginning on May 1, 2023 and continuing thereafter rent will be due in full on the first of each month.
3. The Tenant agrees to grant the Landlord access to the rental unit to undertake repairs.
4. The Tenant agrees to grant the Landlord's landscaper of choice access to the yard at the property to undertake yard maintenance. The Tenant shall no longer be responsible for yard maintenance.
5. The Tenant agrees to move a car leaking oil on the property such that the Landlord may address the oil that has spilt onto the ground.
6. The Tenant agrees she will not erect a pool in the yard.
7. The Tenant agrees to pay outstanding rent for April 2023 to the Landlord, totalling \$1,050.00, by no later than April 15, 2023.

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 this dispute.

Pursuant to the parties' settlement, I order that the 10-Day Notice is hereby cancelled. The tenancy shall continue until it is ended in accordance with the *Act*. I also grant the Landlord a monetary order in the amount of \$1,050.00 upon the term set out above. It is the Landlord's obligation to serve the monetary order on the Tenant, which may be enforced by the Landlord at the Provincial Court.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Landlord shall bear their own costs for their application and their claim for return of their filing fee is dismissed without leave to reapply.

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: April 06, 2023