



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **CNR, RP, OLC**

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“10 Day Notice”) pursuant to section 46;
- An order requiring the landlord to carry out repairs pursuant to section 32;
- An order requiring the landlord to comply with the Act pursuant to section 62;

The tenant attended. The landlord attended with DS, agent and translator (“the landlord”).

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered.

Neither party made any adjournment or accommodation requests.

No issues were raised regarding service. I find service complied with the Act.

The parties confirmed the addresses to which the Decision would be sent.

### Settlement

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

### **The parties agreed as follows:**

- 1) The tenancy between the parties will end at 1:00 PM on May 15, 2023, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties will address the issue of the security deposit at the end of the tenancy.
- 3) In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on May 15, 2023 and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.
- 4) The landlord may apply for a Monetary Order for outstanding rent.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under

the *Act* for an appropriate remedy.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

### Conclusion

This application is settled on the above terms.

The landlord is granted an Order of Possession effective 1:00 PM on May 15, 2023.

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: May 09, 2023

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Residential Tenancy Branch