



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes TT: CNR, RR, RP
 LL: OPR-DR

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Tenants’ Application for Dispute Resolution was made on January 16, 2023 and the (the “Tenants’ Application”). The Tenants applied for the following relief, pursuant to the *Act*:

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 10, 2023 (the “10 Day Notice”);
- an order granting a rent reduction; and
- an order for regular repairs.

The Landlord’s Application for Dispute Resolution was made on January 22, 2023 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- an order of possession for unpaid rent.

The Tenants, the Landlord, the Landlord’s Counsel, and the Landlord’s Agent attended the hearing at the appointed date and time.

Preliminary Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an

Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to determine is whether or not the tenancy is ending and if the Landlord is entitled to a monetary order based on the issuance of the 10 Day Notice pursuant to Section 55 of the *Act*.

The Tenant's request for a rent reduction and an order for regular repairs are dismissed WITH leave to reapply.

The opportunity for settlement was discussed with the parties during the hearing. 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. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy has ended.
2. The parties agree that the Landlord is granted an order of possession effective **May 11, 2023 at 12:00PM (Noon)**.
3. The parties agree that the Landlord is granted a monetary order for unpaid rent in the amount of **\$15,900.00**.
4. The parties agree to withdraw their respective Applications (to deal with the 10 Day Notice) as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

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

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 11, 2023

Residential Tenancy Branch