



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

File #910100570: CNR-MT, RR, RP, LRE, FFT

File #910102049: OPR-DR, OPL, MNR-DR, FFL

Introduction

The Tenants file an application seeking the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy signed on January 18, 2023 (the “10-Day Notice”) and an order pursuant to s. 66 for more time to do so;
- an order pursuant to s. 65 for a rent reduction;
- an order pursuant to s. 32 for repairs;
- an order pursuant to s. 70 restricting the Landlord’s right of entry; and
- return of the filing fee pursuant to s. 72.

The Landlords file their own application seeking the following relief under the *Act*:

- an order of possession pursuant to s. 55 after issuing the 10-Day Notice;
- a monetary order pursuant to s. 67 for unpaid rent; and
- return of the filing fee pursuant to s. 72.

E.P. appeared as the Tenant. S.A. appeared as the Landlord.

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 tenancy will end by way of mutual agreement on June 30, 2023.
2. The Landlords are at liberty to reapply seeking unpaid rent from the Tenants.

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 grant the Landlords an order of possession. The Tenants shall provide vacant possession of the rental unit to the Landlords by no later than **1:00 PM on June 30, 2023**.

It is the Landlords' obligation to serve the order of possession on the Tenants. If the Tenants do not comply with the order of possession, it may be enforced by the Landlords by filing it with the BC Supreme Court.

Further, I dismiss the Landlords' claim for unpaid rent with leave to reapply. All other aspects of the applications are dismissed without leave to reapply.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. Both parties' claims for their filing fee are 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: June 07, 2023

Residential Tenancy Branch