



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPR, CNR, MNR, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the Residential Tenancy Act. The landlord applied for an order of possession and for a monetary order for unpaid rent, unpaid utilities, and the filing fee. The tenant applied for an order to cancel the notice to end tenancy and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. An interpreter also attended the hearing on behalf of the landlord. Both parties agreed that they had received evidence from the other party.

### **Issue(s) to be Decided**

Is the landlord entitled to an order of possession or should the 10 Day Notice to end tenancy be set aside? Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on February 01, 2023. The current monthly rent is \$4,080.00 payable on the first of each month. On June 19, 2023, the landlord served the tenant with a 10 Day Notice to End Tenancy for nonpayment of rent and utilities. The tenant made application to dispute the notice in a timely manner.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed that the amount of outstanding rent and utilities as of August 31, 2023, that was due to the landlord is \$19,855.08.
2. The tenant agreed to pay this amount by August 31, 2023
3. The tenant also agreed to pay rent for September 2023, in the amount of \$4,080.00 on September 01, 2023.
4. The landlord agreed to set aside the 10 Day Notice and allow the tenancy to continue if the above conditions are met by the tenant.
5. The landlord acknowledged that the utilities included in the outstanding rent are for the entire year ending December 31, 2023. The landlord agreed to return the unused prorated portion of utilities to the tenant in the event the tenancy ends before December 31, 2023.
6. A Monetary Order in the amount of \$19,855.08 will be granted to the landlord.
7. The landlord will be issued an Order of Possession effective September 02, 2023. The landlord agreed not to serve the tenant with this Order and allow the tenancy to continue, if the tenant paid rent and utilities as promised in terms 1, 2 and 3 of this agreement.
8. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to section 55(2) I am issuing a formal order of possession effective by 1:00 pm on September 02, 2023. The Order may be filed in the Supreme Court for enforcement.

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$19,855.08. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the request of both parties to recover the filing fee paid for this application.

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: August 24, 2023

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Residential Tenancy Branch