

DECISION

Introduction

This hearing dealt with the Tenant's Application dated August 15, 2023 for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to dispute a rent increase that is above the amount allowed by law under section 43 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order to require the Landlord to comply with the Act, regulation and/or tenancy agreement under section 65 of the Act

It also dealt with the Tenant's Application dated August 15, 2023 for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's Two Month Notice to End Tenancy for Landlord's Use of Property under section 49 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to dispute a rent increase that is above the amount allowed by law under section 43 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order to require the Landlord to comply with the Act, regulation and/or tenancy agreement under section 65 of the Act

Both the Landlord and the Tenant attended the hearing. At the outset of the hearing the parties indicated their intention to settle their dispute.

Settlement

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 the following resolution of their dispute with the following terms:

- The parties mutually agree to end the tenancy. This tenancy will end at 1:00 p.m. on November 1, 2023 by which time the Tenant and any other occupant will have vacated the rental unit;
- The Tenant will not pay rent for the months of September 2023 and October 2023;
- The Landlord will refrain from communicating with the Tenant except for matters related to the tenancy/the rental unit;
- The parties will otherwise continue to comply with the Act, regulation and tenancy agreement;
- Settlement does not impact the Tenant's ability to apply for monetary compensation under section 51(2) of the Act

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the Landlord. The Landlord is required to serve this Order of Possession upon the Tenant and may enforce it as early as 1:00pm on November 1, 2023 should the Landlord be required to do so.

I authorize the Tenant to withhold rent owing for the months of September 2023 and October 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: September 21, 2023

Residential Tenancy Branch