



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding BLUE HORSE EQUESTRIAN CENTER LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, CNR-MT, CNL, OLC, FFT

Introduction

This hearing dealt with the tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notices to End Tenancy for Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's One Month Notices to End Tenancy for Cause (the One Month Notice) under section 47 of the Act
- cancellation of the landlord's Four Month Notice to End Tenancy To Convert the Rental Unit (the Four Month Notice) under section 49 of the Act
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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, both parties discussed the issues between them, turned their minds to compromise and achieved a resolution of this dispute.

Both parties agreed to the following final and binding settlement in relation to the Notices to End Tenancy referenced in this dispute:

1. Both parties entered into a mutual agreement that this tenancy will end on June 30, 2024 at 1:00 p.m., by which date the tenant(s) and any other occupants will have vacated the cabin.
2. The tenant agreed that they would remove all of their ducks from the property by June 30, 2024.
3. The landlord agreed that they would allow the tenant access to the property until October 31, 2024 for the purpose of removing the tenant's fences and plants. The tenant agreed that they will give the landlord at least 24 hour's notice by way of email before their attendance, and that any attendance on the property will be peaceful and efficient, and only for the purpose of removing the tenant's property.
4. The tenant agreed that they will not smoke on the property.
5. The landlord agreed that they will provide compensation to the tenant in the amount of \$10,000.00, which will be paid in two instalments. \$5,000.00 will be paid to the tenant by June 3, 2024, and the remaining \$5,000.00 will be paid on June 30, 2024. Payment will be made by way of e-transfer to the email noted on the cover page of this decision.
6. Both parties reserve their right to file any new claims, as allowed under the Act related to unpaid rent, or monetary claims related to losses, damage, or money owed for this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of the dispute in relation to the Notices to End Tenancy referenced in all three applications.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on June 30, 2024.

The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the tenant's favour.

The tenant is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the landlord does not abide by condition #5 of the above agreement. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 30, 2024

Residential Tenancy Branch