

DECISION

Introduction

This hearing dealt with the Tenant's Application 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 (10 Day Notice) under sections 46 and 55 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 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 requiring the Landlord to return the Tenant's personal property under section 65 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The hearing also dealt with the Landlord's Application for Dispute Resolution under the Act for:

- an Order of Possession based on the Landlord's 10 Day Notice under sections 46 and 55 of the Act

Tenants RMG and WJK attended the hearing.

Landlord SC and CL also attended the hearing for the Landlord.

At the conclusion of the hearing the parties indicated their intention to settle their dispute.

Preliminary Matters

At the outset of the hearing, CL submitted that RL, a corporate property management firm, which was originally named as a respondent to the Tenants' application, was not a Landlord under the Act. As all parties agreed to settle the disputes without the participation of RL, RL has been removed as a respondent to the Tenants' application.

Analysis

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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end on October 31st, 2024, by which time the Tenants agreed to have vacated the rental unit.
2. The Tenants agree to pay the Landlord \$1,800.00 as compensation, of which \$900.00 shall be paid on or before August 1st, 2024, and the remaining \$900.00 shall be paid on or before September 1st, 2024.
3. The Tenants shall not otherwise be liable to pay rent until the end of the tenancy.
4. The Landlord agrees that he may not enforce the Monetary Order accompanying this settlement agreement unless and until the Tenants breach their obligations under section 2 of this agreement.
5. The Landlord and Tenants agree that the Landlord shall be allowed to access the rental unit for the purpose of an inspection on within 10 days of this agreement, with notice given as permitted under the Act. The Tenants agree the Landlord may provide his notice via email.
6. Both parties agreed that these particulars comprise the full settlement of all aspects of the Tenant's current application for dispute resolution.
7. In addition, the Landlord agreed to waive all claims over past unpaid rent.

Conclusion

In order to give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **on October 31st, 2024, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises 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 give further effect to the settlement reached between the parties, and as discussed at the hearing, I grant a Monetary Order to the Landlord in the amount of **on \$1,800.00, after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises 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 give further effect to the above settlement reached between the parties, I grant a Monetary Order in the Landlord's favour in the amount of \$1,800.00. The Landlord is provided with this Order and the Tenant must be served with a copy of

this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Small Claims Court of British Columbia.

The Tenants agree to permit the Landlord access for one inspection within 10 days of this agreement. The Landlord may give notice by email for this inspection.

The Landlord agrees to waive any claim to unpaid rent, and agrees that no further amount of rent will be payable until the end of the tenancy.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 8, 2024

Residential Tenancy Branch