



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes For the Tenants: CNR, MNDCT, RR, RP, PSF, OLC, FFT
For the Landlord: OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with a cross application. The Tenants' application pursuant to the Residential Tenancy Act (the Act) is for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation (the Regulation) or tenancy agreement, under section 67;
- an order to reduce the rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to carry out repairs, pursuant to section 32;
- an order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62;
- an order for the landlord to comply with the Act, the Regulation and/or tenancy agreement, pursuant to section 62; and
- an authorization to recover the filing fee for this application, under section 72.

The Landlord's application pursuant to the Act is for:

- an order of possession under the Notice to end tenancy, pursuant to sections 46 and 55;
- a monetary order for unpaid rent, under section 26; and
- an authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing. Tenant NC represented tenant GS. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Settlement

Pursuant to section 63 of the Act, an 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 the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues listed in these applications for dispute resolution:

1. The Notice dated June 5, 2024 is cancelled. The Tenancy will continue.
2. The parties agreed to the following payment plan for all the rental arrears, including rent for August 2024:
 - a. The Tenants paid the Landlord \$2,500.00 on July 1, 2024 and \$300.00 on July 6.
 - b. Tenant NS will pay \$3,000.00 on July 19, 2024.
 - c. Tenant GS will pay \$500.00 on July 19, 2024.
 - d. GS will pay \$500.00 on August 2, 2024.
 - e. GS will pay \$500.00 on August 16, 2024.
 - f. NC will pay \$3,000.00 on August 20, 2024.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of these applications.

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 09, 2024

Residential Tenancy Branch