



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes Tenant: **CNR, CNOP, CNMN, OLC**
 Landlord: **OPR-DR, MNR-DR, FFL**

Introduction

This hearing dealt with the Tenant's Application under the *Residential Tenancy Act* (Act) for:

1. 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; and,
2. An Order for the Landlord to comply with the Act, regulations, and tenancy agreement under section 62(3) of the Act.

This hearing also dealt with the Landlord's cross Application under the Act for:

1. An Order of Possession for the 10 Day Notice under sections 46, 55 and 62 of the Act;
2. A Monetary Order to recover money for unpaid rent under sections 26, 46 and 67 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

Advocate K.C. attended the hearing for the Tenant.

Landlord D.C., support M.L. attended the hearing for the Landlord.

Settlement

Under 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.

The parties reached a mutual agreement on this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

1. The parties agree that the Tenant owes the Landlord \$3,6000.00 for unpaid rent for the months of August and September 2024;
2. The Tenant agrees to pay the outstanding rent to the Landlord by September 23, 2024;
3. The Landlord will be granted a Monetary Order for \$3,600.00 that can only be used if the Tenant does not pay the outstanding rent by end of day September 23, 2024;
4. The Tenant is reminded about section 26 of the Act that states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

5. If the Tenant does not pay the outstanding rent by end of day September 23, 2024, then the tenancy will end by way of mutual agreement at 1:00 PM on September 30, 2024;
6. The Landlord will be granted an Order of Possession for the above tenancy end date that can only be used if the Tenant does not pay the outstanding rent by end of day September 23, 2024;
7. The Tenant agrees to carry out their obligations under section 32(2) of the Act which states:

A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

8. The parties are ordered to comply with all these settlement terms; and,
9. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Given the mutual agreement reached during the hearing, I find that the parties have settled their dispute as recorded above.

If the Tenant does not pay the outstanding rent by September 23, 2024, I grant the Landlord:

- an Order of Possession effective at 1:00 PM on September 30, 2024. The Order may be filed in and enforced as an Order of the Supreme Court of British Columbia; and,
- a Monetary Order in the amount of \$3,600.00, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

As this matter was settled, I do not grant recovery of the application filing fee paid by the Landlord.

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: September 13, 2024

Residential Tenancy Branch