



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes TT: CNR, RP, OLC, FFT
 LL: OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Tenant’s Application for Dispute Resolution was made on October 15, 2024 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 4, 2024 (the “10 Day Notice”);
- an order for regular repairs;
- an order the Landlord complies with the Act; and
- an order granting the return of the filing fee.

The Landlord’s Application for Dispute Resolution was made on October 16, 2024 (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for unpaid rent;
- an order of possession for unpaid rent; and
- an order granting recovery of the filing fee.

The Tenant, the Landlord, and the Landlord’s agent attended the hearing at the appointed date and time.

Preliminary Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important issue to determine is whether or not the tenancy is ending due to a fundamental breach of the tenancy agreement regarding payment of rent.

The Tenant's request for an order for regular repairs and an order that the Landlord comply with the Act are dismissed with leave to reapply.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. 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. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision. During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agreed that the tenancy will end on November 30, 2024 at 1:00PM. The Landlord is provided with an Order of Possession effective **November 30, 2024, at 1:00 p.m.**
2. The parties agreed that the Tenant owes the Landlord a sum of \$11,250.00 in unpaid rent. The Landlord is provided with a monetary order in the amount of **\$11,250.00.**

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted an order of possession effective November 30, 2024, at 1:00 p.m. This order must be served on the Tenant as soon as possible, and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The Landlord is granted a monetary order in the amount of \$11,250.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: November 12, 2024

Residential Tenancy Branch