



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KIRK REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR RP**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten-Day Notice”) pursuant to section 46;
- An order requiring the landlord to carry out repairs pursuant to section 33.

The agent EK appeared for the landlord (“the landlord”). The tenant attended.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement between them and will end on July 25, 2019 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;

- The parties acknowledged the landlord holds the tenant's security deposit which will be dealt with by the parties at the end of the tenancy according to the tenancy agreement and the Act.
- The tenant's claims are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenant fail to vacate the unit by April 25, 2019 at 1:00 PM.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the landlord the attached order of possession which must be served upon the tenant, should the tenant fail to vacate the unit by April 25, 2019 at 1:00 PM. If the tenant does not comply with the order, the order may be filed in the Supreme Court of British Columbia 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: July 22, 2019

Residential Tenancy Branch