



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFL OPC (landlord); CNR FFT MNRT RP (landlord)**

### **Introduction**

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

- An order for possession under a One Month Notice to End Tenancy for Cause (One Month Notice) pursuant to sections 47 and 55;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (Ten-Day Notice) pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

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;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the landlord to carry out repairs pursuant to section 33;
- Authorization to recover the filing fee for this application pursuant to section 72.

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 31, 2019 at 1:00 PM at which time the tenant and all occupants will have vacated the unit;
- The tenant acknowledged that he owed the landlord \$2,000.00 for each of two months outstanding rent for June and July 2019, for a total outstanding rent of \$4,000.00; the landlord acknowledged he owed the tenant \$4,000.00 for repairs made by the tenant to the unit during the tenancy; the parties agreed that the debt owing the other is cancelled and all claims with respect to outstanding rent owed to the landlord and all claims with respect to reimbursement of repairs owed to the tenant are settled;
- The landlord acknowledged that he holds the tenant's security and pet deposit of \$2,000.00 to be dealt with by the parties at the end of the tenancy pursuant to the terms of the tenancy agreement and the *Act*.

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 1:00 PM on July 31, 2019 pursuant to the settlement agreement between the parties of this date.

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

Based on the above, I find that all matters between these parties raised in these applications 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 1:00 PM on July 31, 2019 pursuant to the settlement agreement between the parties of this date.

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 15, 2019

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Residential Tenancy Branch