



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sincere Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, RR, OLC, PSF, FFT, LAT, LRE, RP, MNDCT**

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities pursuant to section 46;
- An order for a reduction of rent pursuant to sections 32 and 62;
- An order for the landlord to comply with the *Act*, Regulations and/or tenancy agreement pursuant to section 62;
- An order to provide services or facilities required by a tenancy agreement or law pursuant to section 62;
- Authorization to recover the filing fees from the landlord pursuant to section 72;
- An order to change the locks to the rental unit pursuant to section 31;
- An order to suspend a landlord's right to enter the rental unit pursuant to section 70;
- An order for regular repairs to be done to the rental unit pursuant to section 32; and
- A monetary order for damages or compensation pursuant to section 67.

Both the landlord and the tenant attended the hearing. The landlord acknowledged receipt of the tenant's Application for Dispute Resolution Proceedings Package and stated she had no concerns with timely service of documents. The tenant did not acknowledge receipt of the landlord's evidence. The landlord testified she sent it by registered mail to the tenant on March 4, 2020 and provided the tracking number for the mailing. The tracking number is recorded on the cover page of this decision. In accordance with sections 88 and 90 of the *Act*, I deem the landlord's evidence served upon the tenants on March 9, 2020, five days after mailing.

Preliminary Issue

Rule of Procedure 6.2 allows an arbitrator to decline to hear or dismiss unrelated issues. I determined the tenant's application to cancel the landlord's Notice to End Tenancy ("Notice") was not sufficiently related to the other issues noted on the tenant's application and dismissed them with leave to reapply.

Settlement Reached

Pursuant to 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, 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 currently under dispute at this time:

1. This tenancy will end at 1:00 p.m. on May 1, 2020 by which time the tenants and any other occupants will have vacated the rental unit.
2. In accordance with section 37 of the *Act*, the tenants must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.
3. The parties will conduct a condition inspection report in accordance with section 35 of the *Act* at the rental unit at 1:00 p.m. on May 1, 2020.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession effective May 1, 2020 at 1:00 p.m.

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: March 19, 2020