



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Nu stream reality inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, MNRT, FFT**

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;
- 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 reimburse the tenant for the filing fee pursuant to section 72.

The tenants attended. JX attended as agent for the landlord (“the landlord”). The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests. I informed both parties that I could not provide legal advice to them. I notified them that they could hire lawyers to obtain legal advice. I informed them that they could consult the *Act*, *Regulation*, *Policy Guidelines* and *Rules of Procedures* on the RTB public website. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

The parties confirmed the email addresses to which the Decision would be sent.

The parties confirmed they were not recording the hearing.

The parties testified that the landlord has sold the unit and the security deposit of \$1,400.00 and the pet deposit of \$600.00 has been transferred to the new owner with whom the tenants have entered into a new tenancy agreement.

Settlement

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. This settlement agreement was reached in accordance with section 63.

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 agreed as follows:

1. The tenants do not owe the landlord compensation or rent for the months of December 2021 and January 2022.
2. The landlord does not have any claim to the deposits (security deposit and pet deposit) transferred to the new owner of the unit as set out above.
3. The tenants agreed they will pay the contractor named on the first page the sum of \$2,885.93 for the invoice dated December 8, 2021, within 15 days of the date of this Decision.
4. This settlement is in full and final settlement of this Application for Dispute Resolution.
5. The 10 Day Notice is dismissed without leave to reapply and the tenancy shall continue as set out above.

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

Either party may apply for relief to enforce the terms of this settlement.

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

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: April 26, 2022

Residential Tenancy Branch