



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, CNL, OLC, MNDCT, FFT**

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* ("Act"). The Tenant applied for:

- an order cancelling a 10 Day Notice for Unpaid Rent and/or Utilities dated January 13, ,2022;
- an order cancelling a Two Month Notice for Landlord's Use of Property dated March 13, 2022 pursuant to section 49;
- an order the Landlord comply with the Act, *Residential Tenancy Regulations* and/or tenancy agreement;
- a monetary order for compensation from the Landlord for \$300.00; and
- authorization to recover the Tenant's filing fee for this application from the Landlord pursuant to section 72.

The Tenant, two advocates ("AM" and "AV") for the Tenant and the two Landlords ("JS" and "KM") attended this participatory hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited by Rule 6.11 of the *Residential Tenancy Rules of Procedure*.

AV stated the Tenant served the Notice of Dispute Resolution Hearing and her evidence ("NDRP Package") on the Landlords by registered mail on February 13, 2022. JS acknowledged the Landlords received the NDRP Package. I find the Landlords were served with the NDRP Package in accordance with the provisions of sections 88 and 89 of the Act.

AV stated the Tenant served an amendment (“Amendment”) to the Application on the Landlord in-person but couldn’t recall the date of service. AV acknowledged the Landlords received the Amendment. I find the Amendment was served on the Landlords in accordance with the provisions of section 89 of the Act.

Settlement Agreement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to cancel the 10 Day Notice and 2 Month Notice;
2. The Tenant agrees to withdraw the Application;
3. The Tenant must vacate the rental unit not later than 1:00 pm on June 30, 2022;
4. The Tenant may end the tenancy before June 30, 2022, by serving the Landlord with a written notice in accordance with section 45 of the Act;
5. Subject to paragraph 6, the Tenant is required to pay the rent;
6. The Tenant is not required to pay rent for the last month she occupies the rental unit;
7. The Tenant agrees she will not make any claims for compensation relating to the loss of food in her refrigerator as a result of a power failure;
8. The Landlord agrees he will not make any claims for the electrical utility used by the Tenant while occupying the rental unit; and
9. As the Tenant has withdrawn her Application, she is not entitled to recover the filing fee for the Application.

These particulars comprise the full and final settlement of all aspects of the Tenant’s dispute against the Landlords. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Landlords an Order of Possession effective at 1:00 pm on June 30, 2022. The Landlords are provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this 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: April 19, 2022

Residential Tenancy Branch