



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LRE, CNR, FFT**

CNR, LRE, CNC, RP, OLC, 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;
- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- An order to restrict or suspend the landlord’s right of entry pursuant to section 70;
- An order requiring the landlord to carry out repairs pursuant to section 32;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The landlord attended with the translator JF (“the landlord”). The tenant attended.

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised.

Neither party made any adjournment or accommodation requests.

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.

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.

Settlement

Before the conclusion of this hearing which last 107 minutes, 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 tenancy between the parties will end at 1:00 PM on June 30, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
- 2) The parties will deal with the issue of the security deposit at the end of the tenancy.
- 3) The tenant shall pay rent in full by 5:00 PM on June 1, 2022 due for the month of June 2022.

In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on June 30, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

This Order of Possession must be read in conjunction with the above settlement agreement.

Should either party violate the terms of this agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act for an appropriate remedy.

The landlord must not seek to enforce this Order on the tenant unless the tenant fails to meet the conditions of this agreement.

The Order of Possession may be filed and enforced as an Order of the Supreme Court of British Columbia.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act.

The Arbitrator reviewed the terms of the settlement with the parties; both parties stated they understood and agreed to the terms.

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

These two Applications for Dispute Resolution are settled on the above terms.

The landlord is granted an Order of Possession effective 1:00 PM on June 30, 2022, and after service on the tenant. The landlord may serve and enforce this Order if the tenant fails to move out as specified above.

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: May 10, 2022

Residential Tenancy Branch