



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNC, CNR, OLC

### Introduction

This hearing dealt with the tenant's two applications for dispute resolution seeking remedy under the Residential Tenancy Act (Act). In the tenant's first application, the tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause (Notice) and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

In the tenant's second application, they applied for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord.

The tenant, the tenant's daughter, the tenant's legal advocate (advocate), the landlord and the landlord's legal counsel (counsel) attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process. All parties apart from counsel and the advocate were affirmed.

At the beginning of the hearing, preliminary issues were discussed. As to the tenant's request to cancel a 1 Month Notice, it was agreed that the landlord did not serve a 1 Month Notice. The tenant's request for an order requiring the landlord to comply with the Act, regulations, or tenancy agreement related to the matter of the 1 Month Notice. As a result, it was not necessary to consider the tenant's first application.

The undisputed evidence is that the landlord served the tenant a 10 Day Notice, which listed outstanding rent and unpaid utility charges.

Thereafter, a mediated discussion was held. This discussion resulted in the settlement of the issues.

Thereafter, the parties agreed to resolve their differences and that I would record their settlement.

### **Mutual Settlement and Conclusion**

As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenant's application or the landlord's 10 Day Notice.

The parties were informed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenancy shall end on or before 1:00 p.m. on December 31, 2023.
2. The tenant agrees to vacate the rental unit by or before 1:00 p.m. on December 31, 2023.
3. The landlord is granted an Order of Possession (Order) effective at 1:00 p.m., December 31, 2023, which becomes enforceable should the tenant fail to vacate the rental unit by the agreed upon date and time.
4. The landlord agrees to waive any past due rent and utility charges, through September 2023.
5. The tenant agrees to pay the monthly rent of \$500 for each of the months of October, November, and December 2023.
6. The tenant agrees to pay an additional \$100 for each of the months of October, November, and December 2023 for utilities. The total to be paid is \$600 each of the three months.
7. The tenant agrees not to restrict the landlord's access to the lower level of the home, which is not part of the rental unit.
8. The tenant agrees not to prevent the landlord from entering the rental unit upon the landlord's proper written notice of entry which is issued under the requirements of section 29 of the Act.
9. The monthly rent of \$500 and utilities payment of \$100 for November and December are due on the first day of each of the months.

The tenant is **cautioned** that costs of such enforcement of the Order, **including bailiff fees**, are recoverable from the tenant should they fail to vacate the rental unit by the agreed time and date.

The tenant should pay the monthly rent and utilities for October 2023 immediately as they are past due.

I order the parties to comply with the terms of this mutual settlement.

The tenant is reminded that should they fail to pay the monthly rent and utilities as agreed upon, the landlord may serve the tenant another 10 Day Notice, which could end the tenancy earlier than December 31, 2023.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the parties' mutual settlement 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: October 19, 2023

---

Residential Tenancy Branch