

DECISION

Dispute Codes CNR MNR MNSD MNDC FF
 CNR MNDC RP RR

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenant.

The Landlords filed seeking an Order of Possession for unpaid rent, a Monetary Order for unpaid rent, to keep the security deposit in partial satisfaction of their claim, for money owed or compensation for damage or loss under the Act, and to recover the cost of the filing fee from the Tenant.

The Tenant filed seeking an Order to cancel the notice to end tenancy for unpaid rent, to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, an Order to have the Landlord make repairs to the unit, site or property, and allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Service of the hearing documents by the Landlords to the Tenant was done in accordance with section 89 of the *Act*, sent via registered mail on April 30, 2010. The Tenant confirmed receipt of the Landlord's hearing package.

Service of the hearing documents by the Tenant to the Landlords was done in accordance with section 89 of the *Act*, served personally to the Resident Manager by the Tenant on April 9, 2010. The Property Manager confirmed receipt of the Tenant's hearing package.

The parties appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession under Section 55 of the *Residential Tenancy Act*?

Are the Landlords entitled to an Order of Possession under Sections 38, 67, and 72 of the *Residential Tenancy Act*?

Is the Tenant entitled to an Order to cancel the Notice to End Tenancy under section 46 of the *Residential Tenancy Act*?

Is the Tenant entitled to Monetary Compensation under section 67 of the *Residential Tenancy Act*?

Is the Tenant entitled to an Order to have the Landlord complete repairs to the unit under section 32 of the *Residential Tenancy Act*?

Background and Evidence

The month to month tenancy began on May 1, 2000 when the Tenant and her co-tenant entered into a written tenancy agreement with the Landlord. Rent is payable on the first of each month in the amount of \$1,110.00 and a security deposit of \$435.00 was paid on April 5, 2000.

During the course of the hearing both parties agreed to withdraw their applications in favor of a settlement agreement.

Analysis

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the Landlord withdraws their application; and
2. the Tenant withdraws her application; and
3. the Tenant agrees to pay the Landlord \$2,220.00 in cash no later than Friday May 28, 2010 at 5:00 p.m. as full payment for April 2010 and May 2010 use and occupancy only of the rental unit; and
4. the Tenant agrees to pay the Landlord \$1,110.00 in cash no later than Tuesday June 1, 2010, at 5:00 p.m. as full payment for June 1, 2010 use and occupancy only of the rental unit ;
5. the Tenant agrees to vacate the rental unit, in accordance with the Act, no later than 1:00 p.m. on June 30, 2010, for which the Landlord will be granted an Order of Possession; and
6. if the Tenant does not pay the amounts owed on the specified dates, the Landlord will serve an order of possession, effective two days upon service, on the Tenant, and the tenancy will end; and
7. if the Tenant does not pay the amounts in full for April and May, 2010, as listed above, the Landlord will be entitled to serve the Tenant the enclosed Monetary Order in the amount of \$2,220.00; and
8. if the Tenant occupies the rental unit for any period in June 2010 and fails to pay the June 1, 2010 payment as stipulated above the Landlord will be entitled to serve the Tenant the enclosed Monetary Order in the amount of \$1,110.00.

As the parties settled this matter I decline to award the Landlord recovery of the filing fee.

Conclusion

If the Tenant complies with the terms of this settlement agreement, the two day order of possession and both monetary orders become of no force or effect. The order of possession dated June 30, 2010 at 1:00 p.m. continues to remain in effect and the tenancy will end at 1:00 p.m. on June 30, 2010, providing the Landlord serves the Tenant the order of possession.

If an Order of Possession is served upon the Tenant the Order may be filed in the Supreme Court and enforced as an order of that Court.

If the Tenant fails to comply with the terms of this settlement agreement, the Landlord may serve the two day order of possession and the applicable monetary order(s) on the Tenant.

If a Monetary Order is served upon the Tenant the Order(s) is / are enforceable through the Provincial Court as order(s) 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: May 27, 2010.

Dispute Resolution Officer