



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      DRI, CNC, MNR, MNDC, OPT

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant for an order of possession, to dispute a rent increase, a monetary order, an order cancelling the notice to end tenancy, and an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issues(s) to be Decided

Has the Landlord breached the Act or tenancy agreement, entitling the Tenant to an Order of Possession and monetary relief?

Is the Landlord entitled to a rent increase?

### Background and Evidence

Pursuant to the Rules of Procedure, the Landlord proceeded first to explain the reasons why a one month Notice to End the Tenancy was issued.

This tenancy began on April 1, 2009, as a 5 month fixed term tenancy and continues now on a month to month basis. The monthly rent is \$560.00.

Based on affirmed testimony the Landlord issued a one month Notice to End Tenancy on August 18, 2010, with a stated effective date of September 30, 2010. The Landlord testified as to the causes contained in the Notice, but it is not necessary to recount the testimony.

The Tenant gave affirmed testimony in support of his Application for Dispute Resolution, disputing the causes stated by the Landlord. However, it is not necessary to recount the testimony.

### Settled Agreement

After testimony by both parties, the Landlord and Tenant reached a settled agreement. The Landlord agreed to return the security deposit in the amount of \$280.00 to the Tenant if the Tenant vacates the rental unit by September 30, 2010, 1:00 p.m. Additionally the Tenant agrees to leave the rental unit in a reasonably clean state and give the Landlord 2 days notice of the final inspection.

When the Tenant turns the keys over to the Landlord, on or before the above date and after inspection, the Landlord will immediately issue the security deposit refund.

The Tenant understands that the Landlord will be issued an order of possession, based upon the settled agreement, and that if the Tenant fails to vacate by September 30, 2010, the Landlord may obtain a writ of possession and have the Tenant evicted.

As this matter was settled, I decline to assign the filing fee costs to the Landlord.

### Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end provided the Tenant has vacated the rental unit by September 30, 2010. The Landlord will return the security deposit to the Tenant when the Tenant has turned over the keys and upon inspection.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** that is effective on **September 30, 2010, at 1:00 p.m.**, which may be served on the Tenant, filed with the Provincial Court (Small Claims) 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: September 22, 2010.

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Dispute Resolution Officer