



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes For the Tenant CNC, LRE, LAT
For the Landlord OPR, MNR, MNDC, FF

Introduction

This hearing dealt with cross applications.

The Tenant filed to cancel a notice to end tenancy and for an order for authority to change the locks to the rental unit and to suspend or set conditions on the Landlord's right to enter the rental unit.

The Landlord filed for a monetary order for unpaid rent, for an order of possession for unpaid rent, for a monetary order for compensation for money owed or compensation for damage or loss under the Residential Tenancy Act (the "Act") and to recover the filing fee.

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

The Landlord's daughter represented that her mother had recently suffered a serious injury and was being treated for those injuries at the time of the hearing. However, the daughter stated that she had full information of the circumstances of the case and had authority to proceed in the Landlord's absence.

Issue(s) to be Decided

Has the Tenant established an entitlement to cancel the notice to end tenancy, for authority to change the locks to the rental unit and to suspend or set conditions on the Landlord's right to enter the rental unit?

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

Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

There is no written tenancy agreement, but I heard uncontradicted testimony that this month to month tenancy began on February 15, 2011, that monthly rent was set at \$900.00 and a security deposit of \$450.00 was paid on behalf of and by the Tenant.

The evidence and testimony supports that the Tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") by posting on the door. However, the evidence and testimony of the parties provides contradictory dates of service of the Notice upon the Tenant.

The Landlord's representative proceeded first in the hearing to explain and support the reasons behind the issuance of the Notice.

The Notice listed unpaid rent in the amount of \$900.00 as of March 1, 2011, and the Landlord's representative stated that the Tenant has not paid rent in March or April 2011.

The Tenant submitted that due to the problems involving the Landlord, she has vacated the rental unit, although her possessions remain in the rental unit.

The Tenant acknowledged that she has not paid rent for March or April, 2011 and that she no longer seeks the relief claimed for in her application as she is no longer living in the rental unit.

The Landlord's representative submitted that the Landlord is not seeking a monetary claim, but wants use and possession of the rental unit.

Settled Agreement

After testimony by both parties, the Landlord's representative and the Tenant reached a settled agreement.

The Landlord is no longer seeking a monetary order; therefore no monetary order will be issued.

The Tenant understands the Landlord will be issued an order of possession, based upon the settled agreement, and that if the Tenant fails to move out on or before by

April 15, 2011, at 1:00 p.m., the Landlord may serve the Order of Possession on the Tenant on or after **April 15, 2011, at 1:00 p.m.** and obtain a writ of possession.

The Tenant's application is dismissed.

I accept the mutual agreement reached between the parties and I make it an order to be binding upon both parties.

Conclusion

The Landlord and Tenant have reached a settled agreement that the tenancy will end on or before April 15, 2011.

Based upon the settled agreement, as provided in section 63 of the Act, I grant the Landlord an **Order of Possession** to be enforced as agreed and stated above.

The Tenant's application is dismissed.

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 06, 2011.

Residential Tenancy Branch