

## **Decision**

**Dispute Codes:** MT, CNC, CNL, MNDC, MNSD, OLC, RR, FF

### **Introduction**

This hearing dealt with the tenant's application for more time to cancel a notice to end tenancy / cancellation of a notice to end tenancy for cause / cancellation of a notice to end tenancy for landlord's use of property / a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / return of all or part of security deposit or pet damage deposit / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / permission to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to any or all of the above under the Act, Regulation or tenancy agreement

### **Background and Evidence**

A previous decision and order were issued on April 28, 2011 (file # 771729). Pursuant to that decision and order, the tenant was authorized to withhold certain payment(s) toward rent. That decision does not address any dispute around an end to tenancy.

Pursuant to a written tenancy agreement, the fixed term of tenancy is from September 15, 2010 to September 15, 2011. Monthly rent is \$1,400.00 and is payable in advance on the 15<sup>th</sup> day of each month. A security deposit of \$700.00 was collected.

While the parties have indicated by way of a tick mark in the appropriate box on the tenancy agreement that, "the tenancy ends and the tenant must move out of the residential unit" at the end of the fixed term, they have not also initialed the 2 boxes required to be initialed when this option is chosen.

The current dispute is largely a continuation of the previous dispute. However, during the present hearing the parties exchanged views and undertook to achieve a resolution.

### **Analysis**

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by not later than Wednesday, September 14, 2011, and that an order of possession will be issued in favour of the landlord to that effect;
- that the tenant will make no further payment toward rent for the entire period remaining in the tenancy;
- that should the tenant end the tenancy prior to September 14, 2011, neither party will be compensated in any way as a result;
- that the parties will undertake to resolve the disposition of the security deposit at the end of tenancy [Section 38 of the Act: **Return of security deposit and pet damage deposit**];
- that the tenant withdraws all aspects of the application regarding compensation which concern moving costs, hook-up fees for cable / hydro / gas, as well as compensation for breach of the right to quiet enjoyment and recovery of the filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties, which arise out of this tenancy and which are currently before me.

### **Conclusion**

I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Wednesday, September 14, 2011**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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*.

DATE: July 4, 2011

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Residential Tenancy Branch