



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPL, MNR, O

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent, cause, and landlord's use of property; and, a Monetary Order for unpaid rent. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the commencement of the proceeding I heard that the tenant has nearly completed moving out and the parties wished to resolve their dispute by way of a settlement agreement.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

The monthly rent is \$800.00 per month and the tenant did not pay a security deposit. On August 31, 2011 the landlord issued three Notices to End Tenancy: for unpaid rent; for cause; and for landlord's use of property. The tenant acknowledged receiving the Notice for cause and landlord's use of property. It was undisputed that the tenant had withheld \$30.00 from rent for June 2011 and had not paid rent for September 2011. It was undisputed that the tenant had made some improvements to the property during the tenancy.

During the hearing, the parties agreed to the following terms in full and final satisfaction of any and all claims against the other party with respect to this tenancy:

1. The tenant will return vacant possession of the rental unit to the landlord and deliver the keys to the rental unit to the landlord, at the landlord's home, at approximately 9:00 a.m. on October 1, 2011.

2. In satisfaction of the tenant's entitlement to compensation under section 51 of the Act and the improvements made by the tenant during the tenancy, the landlord waives any entitlement recover unpaid rent from the tenant.

Analysis

I accept the settlement agreement reached between the parties and make the terms an Order to be binding upon both parties. Both parties are now precluded from making any future claim against the other with respect to this tenancy.

Conclusion

This dispute has settled by mutual agreement, as recorded in this decision.

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 30, 2011.

Residential Tenancy Branch