



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, CNR, MNR, ERP, PSF, LRE, RR, OPR, OPL, OPC, MND, MNSD, MNDC, FF, O

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on August 11, 2011:

1. To dispute an additional rent increase – Section 43;
2. An Order cancelling a Notice to End Tenancy – Section 46;
3. A Monetary Order for cost of emergency repairs - Section 67;
4. An Order for the Landlord to make emergency repairs – Section 32
5. An Order for the Landlord to provide services or facilities required by law - Section 65;
6. An Order suspending or setting conditions on the landlord's right to enter the rental unit – Section 70;
7. An Order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided – Section 65;
8. An Order to recover the filing fee for this application - Section 72; and
9. Other.

The Landlord applied on August 22, 2011 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for damage to the unit, site or property – Section 67;
3. An Order for unpaid rent or utilities - Section 67;
4. A Monetary Order to keep all or part of the security deposit – Section 38;
5. A Monetary Order for compensation for damage or loss – Section 67; and

6. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the orders and remedies claimed?

Is the Landlord entitled to the orders and remedies claimed?

Background and Evidence

The tenancy started on June 1, 2011 with monthly rent payable in the amount of \$1,000.00. At the onset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$500.00. At the onset of the tenancy, the Tenant made repairs and renovations to the unit. The Parties dispute whether all the repairs and renovations were agreed to and whether there was an agreement to reimburse any costs for such repairs and renovations. The Tenant failed to pay rent for August and September and the Landlord served the Tenant with a notice to end tenancy for non-payment of rent. The Parties agreed to fully settle the dispute during the Hearing, end the tenancy and settle all claims for orders and remedies made in the application of each Party.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find

that the parties have settled their dispute over the monetary amount owing and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. The Tenant does not owe the Landlord any amounts.**
- 2. The Landlord does not owe the Tenant any amounts.**
- 3. Both parties will not pursue any further claims against the other party in relation to the tenancy.**
- 4. The Tenant will vacate the unit on or before 1:00 p.m. September 30, 2011.**
- 5. The Tenant will leave the unit clean and undamaged, will not restore the unit back to its original state and leave the renovations as they are currently.**
- 6. The Tenant will remove all of its own furnishings and garbage.**
- 7. All other items and garbage will be left to the Landlord.**
- 8. The Landlord will obtain an Order of Possession with an effective date of September 30, 2011.**
- 9. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

**Conclusion**

The Parties have resolved the dispute as set out on the mutually agreed upon terms and the applications for dispute resolution are therefore dismissed.

**I grant** an Order of Possession to the Landlord effective September 30, 2011. The Tenant must be served with this **Order of Possession**. 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*.

Dated: September 15, 2011.

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Residential Tenancy Branch