



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, MNR, MNSD, MNDC, FF

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 3, 2011 for:

1. An Order cancelling a Notice to End Tenancy for Cause – Section 46; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on August 24, 2011 for:

1. An Order of Possession pursuant to a Notice to End Tenancy for Cause - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. An Order to keep all or part of the security deposit – Section 38;
4. A Monetary Order for compensation for damage or loss – Section 67; and
5. An Order to recover the filing fee for this application - Section 72.

The Notice to End Tenancy for Cause with an effective date of August 31, 2011 provides the reason that the Tenant is repeatedly late paying rent. The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing the Parties reached an agreement to settle the dispute. In consideration for reaching an agreement, both Parties do not wish to pursue the claims in their application.

Settlement Agreement

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 and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Tenant will pay to the Landlord, no later than September 15, 2011, the amount of \$1,450.00, representing rent payable for the remainder of September 2011 and for the month of October 2011;**
- 2. The Landlord will allow the tenancy to continue until 1:00 p.m. on October 31, 2011;**
- 3. The Tenant will vacate the unit on or before 1:00 p.m. on October 31, 2011;**
- 4. The Landlord will obtain an Order of Possession for 1:00 p.m. on October 31, 2011; and**
- 5. 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.

I grant an Order of Possession for 1:00 p.m. on October 31, 2011 to the Landlord. 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 07, 2011.

Residential Tenancy Branch