



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPR MND MNR MNSD MNDC FF
CNR MNDC OLC LRE LAT FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and or utilities, damage to the unit, to keep all of the security and or pet deposit, for money owed for compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant.

The Tenant filed seeking to cancel the Notice to end tenancy for unpaid rent; a Monetary Order for money owed for compensation for damage or loss under the Act, regulation or tenancy agreement; Orders to have the Landlord comply with the Act, suspend or set conditions on the Landlord's right to enter the rental unit, authorize the Tenant to change the locks on the rental unit and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

1. Has the Landlord met the burden of proof to obtain an Order of Possession and a Monetary Order pursuant to sections 55, 67, and 72 of the *Residential Tenancy Act*?
2. Has the Tenant met the burden of proof to obtain Orders pursuant to sections 47, 62, 67, 70, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The parties entered into a fixed term tenancy agreement that began May 1, 2011 and was set to switch to a month to month tenancy after May 1, 2012. Rent is payable on the first of each month in the amount of \$800.00 and on April 22, 2011 the Tenant paid \$400.00 as the security deposit.

During the course of the hearing the parties agreed to settle this matter.

Analysis

The parties agreed to settle this matter on the following terms:

- 1) The Tenant withdraws his application for dispute resolution; and
- 2) The Landlord withdraws his application for dispute resolution; and
- 3) The parties mutually agree to end this tenancy no later than November 30, 2011 at 1:00 p.m.; and
- 4) The Tenant may end the tenancy prior to November 30, 2011, without penalty, by providing the Landlord with two weeks written notice to end the tenancy on a date prior to November 30, 2011; and
- 5) The Tenant agrees to pay the Landlord rent for any days the Tenant has possession of the rental unit; and
- 6) The Landlord agrees that neither he, his wife, family member, an agent or contractor acting on the Landlord's behalf will enter the rental unit or suite until attending the scheduled move out inspection; and
- 7) Both parties agree to work together to reach a mutual date and time to attend and conduct the move out inspection in accordance with the Act and Regulations; and
- 8) The Tenant will reduce his November 1, 2011 rent payment by the \$50.00 he overpaid for October 1, 2011 rent leaving November 1, 2011 rent payment to be \$750.00 (\$800.00 – 50.00 overpayment from October).

In favour of this settlement agreement an Order of Possession effective November 30, 2011 will be issued to the Landlord.

As this matter was settled, both parties bear the burden of the cost to file their own applications.

Conclusion

The Landlord's decision will be accompanied by an Order of Possession effective **November 30, 2011** after service upon the Tenant. This Order is legally binding and must be served upon the Tenant.

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: October 04, 2011.

Residential Tenancy Branch