



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to section 46 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice). Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the matters in dispute with one another.

The landlord's representatives testified that they posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on March 2, 2012. The tenant confirmed that she received the 10 Day Notice on that date. The landlords confirmed that the tenant handed one of the landlord's representatives a copy of her dispute resolution hearing package on March 6, 2012. I am satisfied that these documents were served to one another in accordance with the *Act*.

Although neither party entered any written evidence, other than the tenant's application for dispute resolution, the landlords asked for an end to this tenancy on the basis of the 10 Day Notice. Landlord PB made an oral request for an Order of Possession if the tenant's application were dismissed.

Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This one-year fixed term tenancy commenced on February 1, 2012. Monthly rent was set at \$885.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$442.50 security deposit paid on January 25, 2012.

The parties agreed that the tenant has not paid any portion of her March 2012 rent. The tenant gave undisputed oral testimony that the landlord changed the locks on the rental unit two days prior to this hearing without obtaining an Order of Possession to do so. The landlords testified that they considered the tenant and her former co-tenant to have abandoned the rental unit when the male tenant removed most of the possessions from

the premises a few days before this hearing. They described the remaining possessions, including two broken televisions, an old couch, Tupperware, a Telus Modem, small amounts of silverware and some debris. They maintained that the tenants had abandoned the rental unit, and as such, they were entitled to change the locks. The tenant testified that it had been her intention to remain in the rental unit herself and pay the outstanding rent, until the landlords barred her from doing so.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the matters in dispute under the following terms:

1. Both parties agreed that the landlord will return all of the tenant's possessions to her on March 23, 2012.
2. Both parties agreed that the landlord will not seek a monetary award arising from this tenancy.
3. Both parties agreed that the landlord will retain the tenant's security deposit.
4. Both parties reached a mutual agreement that this tenancy ends immediately.
5. Both parties agreed that this settlement constituted a final and binding resolution of all issues arising out of this tenancy and that neither party will initiate any further application for dispute resolution arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I confirm that this tenancy has ended. As the parties agreed that the landlord has already obtained possession of the rental unit, no Order of Possession is necessary. 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: March 23, 2012

Residential Tenancy Branch