



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPC, OPB, MNSD, MNDC, CNC, LRE, OLC, FF*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. The tenant applied for an order to set aside the notice to end tenancy, to set conditions on the landlord's right to enter the rental unit, for an order seeking landlord's action to comply with the *Act*, for monetary compensation and for the recovery of the filing fee. The tenant also applied for the return of the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord requested an adjournment as she was away on holiday and was calling from an international destination. The landlord had received the notice of hearing just prior to leaving on vacation. I informed the landlord that we would first attempt to resolve the matter but adjourn if necessary.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent? Did the landlord enter the rental unit illegally? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on August 01, 2011 for a fixed term of 12 months. The rent was \$800.00 and prior to moving in; the tenant paid a security deposit of \$400.00. Issues regarding the tenant's adult sons living in the unit, causing a disturbance, the landlord entering the unit without prior notice and the landlord changing the locks were discussed at length. The tenant also agreed that she did not pay rent for March.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Upon presentation of the tenant's offer to the landlord, the landlord said "Fine" and hung up.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on March 16, 2012**. An order of possession will be issued to the landlord effective this date.
- The landlord agreed to pay and the tenant agreed to accept the security deposit of **\$400.00** in full settlement of her claim. A monetary order will be issued to the tenant for this amount.
- The tenant agreed to leave the rental unit in a clean and undamaged condition. The tenant understood that the landlord has a legal right to pursue damages if the rental unit is left in a condition that requires cleaning and/or repairs

Conclusion

Pursuant to section 55(2) I am issuing the landlord, a formal order of possession effective on or before **1:00 p. m. on March 16, 2012**. The Order may be filed in the Supreme Court for enforcement.

I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of **\$400.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their own applications.

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 13, 2012.

Residential Tenancy Branch