



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*OPC, CNC, MNDC, 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 a strata fine and the filing fee. The tenant applied for an order to cancel the notice to end tenancy for cause and for a monetary order to recover the filing fee.

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

### **Issues to be decided**

Is the landlord entitled to an order of possession and a monetary order?

### **Background and Evidence**

The tenancy started on November 01, 2009. The monthly rent is \$1,145.00 and prior to moving in the tenant paid a security deposit of \$550.00. On May 31, 2012 the landlord served the tenant with a one month notice to end tenancy for cause. On May 08, the landlord received a letter from the Strata regarding an infraction by the tenant which resulted in a fine of \$200.00.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **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 August 31, 2012. An order of possession will be issued to the landlord effective this date. Rent for July and August 2012 will be paid in full to the landlord on the due date.
- The landlord agreed to allow the tenancy to continue until August 31, 2012.
- The tenant agreed to allow the landlord to retain \$100.00 from the security deposit towards the landlord's monetary claim
- The landlord agreed to accept \$100.00 from the security deposit in full and final settlement of all monetary claims against the tenant.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 p. m. on August 31, 2012**. The landlord may retain \$100.00 from the security deposit towards the fine levied by the strata. 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: June 26, 2012.

---

Residential Tenancy Branch