



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, OPT, CNR, CNC, MT, MNDC, LRE, FF, and FF

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Unpaid Rent.

The Tenant filed an Application for Dispute Resolution, in which the Tenant has made application for an Order of Possession; to set aside a Notice to End Tenancy for Unpaid Rent; to set aside a Notice to End Tenancy for Cause; for more time to apply to set aside a Notice to End Tenancy; for a monetary Order for money owed or compensation for damage or loss; to suspend or set conditions on the Landlord's right to enter the rental unit; for authorization to reduce the rent for repairs, services, or facilities agreed upon but not provided; and to recover the fee for filing this Application for Dispute Resolution.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the Tenant indicated several matters of dispute on the Application for Dispute Resolution, some of which are not sufficiently related to determine during these proceedings. The Tenant opted to proceed with the applications to set aside a Notice to End Tenancy for Unpaid Rent; the application to set aside a Notice to End Tenancy for Cause; for more time to apply to set aside a Notice to End Tenancy; the application to suspend or set conditions on the Landlord's right to enter the rental unit; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant's application for a monetary Order for money owed or compensation for damage or loss and the application for authorization to reduce the rent for repairs, services, or facilities agreed upon but not provided were dismissed at the outset of the hearing, with leave to re-apply.

Both parties were represented at the hearing.

Issue(s) to be Decided

Is either party entitled to an Order of Possession; should the Notice to End Tenancy for Cause or the Notice to End Tenancy for Unpaid Rent be set aside; should the Tenant be granted more time to set aside a Notice to End Tenancy; is there a need to suspend or set conditions on the Landlord's right to enter the rental unit; and is the Tenant entitled to recover the fee for filing an Application for Dispute Resolution, pursuant to sections 46(4), 47(4), 55, 66(1) and 72(1) of the *Residential Tenancy Act* (Act)?

Background and Evidence

After much discussion, the Landlord and the Tenant agreed to resolve all of the issues still in dispute at these proceedings under the following terms:

- The parties mutually agree that the tenancy will end on March 01, 2013, at 5:00 p.m.
- The Landlord agrees not to enter the rental unit prior to March 01, 2013 at 5:00 p.m., unless an emergency exists.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective at 5:00 p.m. on March 01, 2013. This Order may be served on the Tenant, filed with 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: February 26, 2013

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Residential Tenancy Branch

