



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, FF

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. The application was amended to deal with a 10 Day Notice to End Tenancy for Unpaid Rent. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The landlord raised an issue with respect to service of the original Application for Dispute Resolution. I heard that the tenant did not serve the landlord with the original Application for Dispute Resolution but served the landlord's agent with the amended Application for Dispute Resolution only, on May 9, 2013. The landlord was prepared to deal with the 10 Day Notice as the amended Application for Dispute Resolution was served within 3 days of the amendment.

Pursuant to section 59 of the Act, an Application for Dispute Resolution must be served upon the other party within three days of its filing. As the tenant did not serve the landlord with the original Application for Dispute Resolution within 3 days I informed the parties that I would not deal with the 1 Month Notice to End Tenancy but that I would continue to hear from the parties with respect to the 10 Day Notice to End Tenancy.

After both parties had an opportunity to be heard, the parties indicated a willingness to resolve this dispute by way of a mutual agreement. I have recorded the terms of the mutual agreement by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms in settlement of this dispute.

1. The tenant shall be permitted occupancy of the rental unit until June 16, 2013.
2. The tenant shall return a vacant, undamaged, and reasonably clean unit to the landlord no later than June 16, 2013.
3. The landlord is authorized to retain the tenant's security deposit and accrued interest in satisfaction of any rent payable to the landlord.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I have provided the landlord with an Order of Possession with an effective date of June 16, 2013 to ensure vacant possession is returned to the landlord as agreed.

For further certainty, the landlord is authorized to retain the tenant's security deposit and accrued interest in satisfaction of any rent owed the landlord.

Should the tenant fail to leave the rental unit vacant, undamaged, or reasonably clean by June 16, 2013 the landlord is at liberty to file an Application for Dispute Resolution seeking compensation.

Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded in this decision. The landlord has been provided an Order of Possession effective June 16, 2013.

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: May 28, 2013

Residential Tenancy Branch

