



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent. Both parties were represented at the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent, served pursuant to section 46 of the *Residential Tenancy Act (Act)*, be set aside?

Background and Evidence

After some discussion the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- The tenancy will end, by mutual consent, on June 15, 2013
- The Tenant will not be obligated to clean the rental unit or to repair any damages to the unit that occurred prior to this hearing
- The Landlord will not seek financial compensation for the cost of cleaning the rental unit or repairing any damages to the unit that occurred prior to this hearing

Analysis

The parties settled this dispute by mutual consent. I specifically note that there is nothing in the settlement agreement that negates the Tenant's obligation to pay rent and/or utilities while she occupies the rental unit, in accordance with the verbal agreement she has with the Landlord.

Conclusion

On the basis of the aforementioned tenancy agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on June 15, 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: June 04, 2013

Residential Tenancy Branch

