



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FURJANIC MANAGMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, FF, CNQ, CNR, MNDC, O

Introduction

This hearing was convened by way of conference call in response to an application made by both the landlord and tenant. The landlord applied for an order of possession for cause, a monetary order for unpaid rent and utilities, and to recover the filing fee for the cost of this application from the tenant. The tenant applied to cancel one notice to end tenancy for cause and one notice to end tenancy because the tenant no longer qualifies for subsidised housing. The tenant also applied for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

One of the landlords appeared with an advocate for the hearing and the tenant also appeared with an advocate.

Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to settle their dispute under the following terms:

1. In relation to the ending of the tenancy, the parties agreed that the tenancy will end at 1:00 p.m. on September 30, 2013 and the tenant will vacate on this date. The landlord will have an order of possession effective for 1:00 p.m. on September 30, 2013 which the landlord can serve onto the tenant at her discretion and is enforceable **if** the tenant fails to vacate on this date and time.

2. Both parties agreed to withdraw their monetary claims made against each other and I dismiss the remaining portions of the landlord's and tenant's applications with leave to re-apply.
3. The tenant is still required to pay rent for the duration of the tenancy as per the *Act*, and the landlord is at liberty to pursue remedies under the *Act* in order to deal with any unpaid rent by the tenant.

For the reasons set out above, I hereby grant an order of possession in favour of the landlord effective September 30, 2013 at 1:00 p.m.

This order is final and binding on the parties and may be enforced.

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: August 01, 2013

Residential Tenancy Branch

