



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Singla Homes (2005)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNR MNDC OLC RP PSF LRE FF O
For the landlord: OPR OPC MNR MNSD FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied to cancel a notice to end a tenancy for unpaid rent or utilities, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to make repairs to the unit, site or property, to provide services or facilities required by law, to suspend or set conditions on the landlord’s right to enter the rental unit, to recover the filing fee, and “other” although details of “other” were not provided in the application for dispute resolution.

The landlord applied for an order of possession for unpaid rent and utilities and for cause, for a monetary order for unpaid rent or utilities, for authorization to keep all or part of the security deposit, and to recover the filing fee.

The tenant and an agent for landlord (the “agent”) attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Preliminary and Procedural Matter

At the outset of the hearing, the agent for the landlord requested to withdraw their request for an order of possession for cause as they applied for that in error. The agent stated that the tenant was not served with a 1 Month Notice to End the Tenancy for Cause. The landlord was permitted to withdraw that portion of their application as that would not prejudice the tenant.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy to date, on the following conditions:

1. The parties agree that rent for July 2013, August 2013, and September 2013 has been paid in full by the tenant.
2. The parties agree that the tenancy will continue until ended in accordance with the *Act*.
3. The tenant agrees to pay rent when it is due on the first day of each month in accordance with the tenancy agreement.
4. The tenant agrees to change the rental unit locks back to the original locks on or before **September 19, 2013 by 6:00 p.m.**
5. The parties agree with withdraw their respective applications in full as part of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 18, 2013

Residential Tenancy Branch

