



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HEATHER PARK PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC, DRI, CNR, MNDC, RP

Introduction

This hearing dealt with an application by the tenant to dispute a rent increase and for an order to set aside notices to end tenancy for cause and for nonpayment of rent. The tenant also applied for compensation for loss under the *Act*, and an order directing the landlord to carry out repairs. Both parties attended the hearing and had opportunity to be heard.

At the start of the hearing it was determined that the rent increase was in keeping with legislation and therefore this portion of the tenant's application to dispute it was dismissed

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to compensation? Has the landlord carried out the required repairs of the rental unit?

Background and Evidence

The tenancy started on November 01, 2011. The current monthly rent is \$800.00 payable on the first of the month. On June 02 and July 29, 2013, the landlord served the tenant with notices to end tenancy for nonpayment of rent and for cause.

The reasons for the notices were discussed at length. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on October 01, 2013.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on October 01, 2013. The landlord will be issued an order of possession effective this date.
3. The landlord agreed to return the security deposit of \$375.00 at the time the tenant returned the keys.
4. The landlord agreed to forgive all outstanding rent (\$555.00).
5. The tenant agreed to leave the rental unit in a clean and undamaged condition.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before 1:00p.m. on October 01, 2013. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective on or before **1:00p.m. on October 01, 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: September 17, 2013

Residential Tenancy Branch

