



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRIME BUILDING MAINTENANCE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF, CNC, MT, FF

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 and to recover the filing fee for the cost of this application from the tenant. The tenant applied to cancel the notice to end tenancy for cause, to allow more time to cancel the notice to end tenancy and to recover the cost of the application from the landlord.

The landlord and tenant appeared for the hearing and no issues in relation to the service of the hearing documents for this conference call were raised by any of the parties.

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 disputes.

Both parties agreed to settle their respective disputes under the following terms:

1. The landlord and tenant agreed that the tenancy will end at 1:00 p.m. on November 3, 2013 and the tenant will vacate on this date. The tenant was agreeable to the landlord being issued with an Order of Possession effective for 1:00 p.m. on November 3, 2013 which the landlord can serve onto the tenant **if** the tenant fails to vacate on this date and time.

2. The landlord consented to the tenant using his security deposit of \$1,250.00 for payment of October, 2013 rent which had not been paid to the landlord by the tenant.
3. The tenant agrees to pay the outstanding amount of rent for October, 2013 after the deduction of the security deposit, in the amount of \$1,650.00. The tenant agreed to the landlord being issued with a Monetary Order which the landlord can enforce **if** the tenant fails to pay this amount by the end of the tenancy.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **November 3, 2013 at 1:00 p.m.** I also grant the landlord a Monetary Order in the amount of **\$1,650.00.**

These orders are 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: October 30, 2013

Residential Tenancy Branch

