



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, PSF, LRE, RR, O

Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for the landlord to: comply with the Residential Tenancy Act (referred to as the *Act*), regulation or tenancy agreement; provide services or facilities required by law; suspend or set conditions on the landlord's right to enter the rental unit; allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and 'Other' issues.

One of the landlords appeared for the hearing along with the tenant and his advocate. No issues in relation to the service of documents under the *Act* were raised by any of the parties.

Analysis & Conclusion

Pursuant to section 63 of the *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.

Both parties agreed to settle the dispute in full under the following terms:

1. The tenant and landlord agreed that the tenancy will end on December 15, 2013.
2. The tenant agreed to pay rent to the landlord in the amount of \$765.00 on November 1, 2013 and \$382.50 on December 1, 2013. These amounts are inclusive of utilities.
3. The tenant agreed to the landlord being issued with a conditional Order of Possession effective on November 2, 2013. However, the landlord consented that the Order of Possession will not be enforced unless the tenant fails to vacate the rental suite at 1:00 p.m. on December 15, 2013 OR fails to pay rent on the

date it is due for the remainder of the tenancy, namely midnight on November 1, 2013 and midnight on December 1, 2013.

4. The tenant and landlord agreed to do a condition inspection on October 24, 2013. However, this does not change the rights and obligations of the parties in regards to condition inspections.
5. The landlord agrees to return the security deposit in the amount of \$375.00 at the end of the tenancy. However, I cautioned both parties that the rules and regulations regarding the return of the security deposit still apply.
6. The landlord agreed to provide the tenant with a mail box at the rental suite but the tenant's mail will be provided to the tenant by the landlord every other day and the tenant agreed that the landlord will retain sole access to the mail box.

This agreement does not change the rights and obligations that both parties have under the *Act*.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective November 2, 2013 at 1:00 p.m. This order is final and binding on the parties.

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 23, 2013

Residential Tenancy Branch

