



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding West Bay Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNR, AAT

For the landlord: OPR, OPB, 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 for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") and an order requiring the landlord to allow access to the rental unit.

The landlord applied for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, an order of possession due to an alleged breach by the tenant of an agreement with the landlord, for authority to retain the tenant's security deposit, and for recovery of the filing fee.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

Issue(s) to be Decided

Can the parties reach a mutual agreement to resolve these disputes?

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 3:00 p.m. on November 30, 2013;
2. The tenant agrees to pay the monthly rent of \$800 for October by the close of the business day on October 22, 2013, and agrees that she will pay the monthly rent of \$800 for November the day it is due, or November 1, 2013;
3. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 3:00 p.m., November 30, 2013, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
4. The tenant also understands that if she fails to pay the landlord monthly rent for October by October 22, 2013, at the close of business for the day, or to pay the November rent by November 1, 2013, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
5. The tenant also understands that the landlord will be issued a monetary order for the amount of \$1600, which is the amount due for monthly rent for October and November combined;
6. The landlord agrees to not serve the order of possession on the tenant unless the tenant fails to vacate the rental unit 3:00 p.m. on November 30, 2013;
7. The landlord additionally agrees to not serve the order of possession on the tenant unless the landlord fails to receive the October rent as noted above or the November rent as noted above;
8. The landlord agrees to not serve the monetary order upon the tenant unless the tenant fails to make the next two monthly rent payments;
9. The landlord understands that the monetary order is reduced by any sums that the tenant may have made prior to the service of the monetary order; and
10. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and the landlord's application and that no finding is made on the merits of either application for dispute resolution or the merits of the landlord's Notices.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with a monetary order for \$1600.

The final, legally binding monetary order in the amount of \$1600 is enclosed with the landlord's Decision.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by November 30, 2013, at 3:00 p.m. or make the monthly rent payments as agreed upon.

The final, legally binding order of possession is enclosed with the landlord's Decision.

I decline to award the landlord recovery of the filing fee as the applications have been settled.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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* and is being mailed to both the tenant and the landlord.

Dated: October 18, 2013

Residential Tenancy Branch

