



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: CNR, MNDC

For the landlord: MNSD, OPR, MNR, MND, MNDC, FF

Introduction

This hearing was convened as the result of the applications for dispute resolution under the Residential Tenancy Act (the “Act”) by each party, with the tenant applying for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) and a monetary order for money owed or compensation for damage or loss, and the landlord applying for authority to retain the tenant’s security deposit, an order of possession for the rental unit due to unpaid rent, monetary order for unpaid rent, a monetary order for money owed or compensation for damage or loss and for alleged damage to the rental unit and for recovery of the filing fee.

The parties appeared and each submitted some of their respective positions.

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

Preliminary matter-I note that the landlord had extreme difficulty in understanding my questions or other testimony taken at the hearing, and that she further had extreme difficulty in understanding the hearing process. The parties have been in previous dispute resolution hearings, in which this difficulty was noted in the ensuing Decisions.

At the point when proceeding with the hearing became difficult, I allowed the landlord’s witness to rejoin the hearing, as these two parties were apparently able to communicate. I note that the witness was familiar with the circumstances raised in the respective applications, and familiar with understanding the landlord, as the witness was also a tenant of the landlord, who lived in an adjoining rental unit in the landlord’s residential property.

I was satisfied that as the settlement of the applications was being discussed, the witness of the landlord effectively communicated the terms of the settlement to the landlord and that the landlord gave informed consent.

Preliminary matter #2-I note that the second listed tenant, ZK, is actually the minor son of the tenant, who is not part of this tenancy agreement. I have therefore excluded ZK from any orders resulting from this Decision.

Additionally, the second listed landlord, JG, is the brother-in-law of the landlord, and is not part of this tenancy agreement. I have therefore excluded JG from any orders resulting from this Decision.

Both ZK and JG were initially present at or near the beginning of the hearing; however, I excluded both parties from the hearing and they were not present for the duration.

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 1:00 p.m. on November 30, 2013;
2. 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 1:00 p.m., November 30, 2013, or to pay the monthly rent for November on November 1, 2013, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
3. The tenant acknowledges owing the landlord unpaid rent for September and October and that she will pay the landlord the full amount owing within 2 days of this Decision;
4. The tenant understands that she will be obligated to pay the landlord the monthly rent owed for November 2013, on November 1;
5. The landlord agrees not to serve the order of possession for the rental unit on the tenant, unless the tenant fails to pay the unpaid rent owing for September and October within 2 days of this Decision, and the November 2013 rent, on November 1, 2013;
6. The parties acknowledge that the tenant may vacate the rental unit by November 15, 2013, if her subsequent rental unit become available; and
7. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the parties' respective applications and that no finding is made on the merits of either application for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement.

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 1:00 p.m. or pay the monthly rent owed for September

and October 2013, within 2 days of this Decision and the November rent on November 1, 2013.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

I note that I have not issued the landlord a monetary order for unpaid rent as there was no clear, understandable testimony, due to language barriers, or documentary evidence submitted as to the exact amount owed; however, the parties presented that this amount was known to them. In the event the matter of unpaid rent owed becomes an issue, the landlord is at liberty to seek a monetary order for those amounts, through a further dispute resolution. I note that the amount of unpaid rent listed on one of the 10 Day Notices, was \$780, and that the unsigned tenancy agreement submitted by the landlord stated that monthly rent was \$860.

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 applicant/tenant and the applicant/landlord.

Dated: October 04, 2013

Residential Tenancy Branch

