



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a 10 day Notice to End Tenancy for unpaid rent. The landlord applied for an order for possession and a monetary order. The hearing was conducted by conference call. The landlord and the tenant each called in and participated in the hearing.

Issue(s) to be Decided

Should the Notice to End Tenancy for unpaid rent be cancelled?

Is the landlord entitled to an order for possession?

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a house in Trail. There is no written tenancy agreement, however the full background to the dispute between the parties is no longer at issue because during the hearing the landlord and the tenant reached a settlement agreement that resolves all of the matters in dispute and will result in the end of the tenancy. The terms of the agreed settlement are as follows:

- The tenancy will end on December 31, 2013 and the landlord will have an order for possession effective that day.
- The tenant will pay rent in the amount of \$545.00 for November and she will pay rent for December in the amount of \$545.00 as well.
- If the tenant fails to pay the sum of \$545.00 for each of the two remaining months of the tenancy, the landlord will be at liberty to serve the tenant with a 10 day Notice to End Tenancy for unpaid rent and to apply for an order for possession pursuant to such Notice.

- The landlord and the tenant acknowledge that the tenant has paid a security deposit in the amount of \$270.00; the landlord has acknowledged receipt of the deposit.
- When the tenant has moved out of the rental unit, the landlord and the tenant will meet at the rental unit and they will participate in a move out condition inspection and complete a condition inspection report using the condition inspection form available from the Residential Tenancy Branch.
- If the landlord and the tenant agree in writing with respect to the return or retention of the tenant's security deposit then it will be distributed accordingly, but if they do not agree, then, as provided by the *Residential Tenancy Act*, the landlord must either file an application for dispute resolution to claim the deposit or return it to the forwarding address provided by the tenant within 15 days of the end of the tenancy or the date that he receives the tenant's forwarding address, whichever is later.

The above terms are the entire settlement agreement made between the parties.

Conclusion

Pursuant to the settlement agreement recorded above, I grant the landlord an order for possession effective December 31, 2013, after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court.

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

