



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied to cancel a notice to end tenancy for cause, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Both parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree the tenancy will end on **October 15, 2013 at 1:00 p.m.**
2. The landlord is granted an order of possession effective **October 15, 2013 at 1:00 p.m.**
3. The parties agree to meet at the rental unit on October 15, 2013 at 4:30 p.m. for the purpose of participating in a move-out condition inspection.
4. The tenant withdraws her application in full as part of this mutually settled agreement.

5. The landlord agrees to pay the tenant **\$310.00** on October 15, 2013 at 4:30 p.m. at the rental unit during the move-out condition inspection, as compensation for issuing the tenant a 2 Month Notice. The parties acknowledge that the amount of \$310.00 takes into account that the tenant did not pay October 2013 rent of \$890.00 but is leaving halfway through the month, which the parties agree results in a rebate of ½ of a month's rent to the tenant of \$445.00 less \$135.00 in unpaid utilities owing by the tenant for a net balance owing to the tenant of \$310.00. The tenant is granted a monetary order in the amount of \$310.00 which will be of no force or effect if the landlord pays the tenant \$310.00 on October 15, 2013.
6. The parties agree that the tenant's security deposit of \$440.00 has **not** been included as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The tenancy ends on October 15, 2013 at 1:00 p.m. The landlord is granted an order of possession which must be served on the tenant and may be enforced at the Supreme Court of British Columbia.

The landlord agrees to pay the tenant \$310.00 on October 15, 2013. The tenant is granted a monetary order which will be of no force or effect if the landlord pays the tenant \$310.00 on October 15, 2013. Should the landlord fail to pay the tenant on October 15, 2013, the tenant must serve the landlord with the monetary order and may enforce the monetary order at the Provincial Court of British Columbia (Small Claims).

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 10, 2013

Residential Tenancy Branch