



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OPR, OPC, MNR, MNDC

Introduction

This hearing was convened by way of conference call in response to an application made by both the landlord and tenant. The landlord applied for: an Order of Possession for cause and unpaid rent or utilities; a Monetary Order for unpaid rent and money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the Act). The tenant applied to cancel the notice to end tenancy for cause and unpaid rent or utilities.

The landlord and tenant appeared for the hearing and no issues in relation to the service of the hearing documents and evidence under the Act were raised by any of the parties.

The landlord and tenant provided affirmed testimony during the hearing. Both parties provided copies of the notices to end tenancy and the landlord provided a copy of the tenancy agreement.

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 disputes.

Both parties agreed to settle their respective disputes under the following terms:

1. The landlord agreed to allow the tenant to remain in the rental suite until 1:00 p.m. on December 31, 2013 at which point the tenant will vacate on this date. This is on the provision that the tenant pays the full amount of rent on December 1, 2013.

2. As a result, the tenant agreed to the landlord being issued with an Order of Possession effective for 1:00 p.m. on December 1, 2013 which the landlord can serve onto the tenant **if** the tenant fails to pay full rent at the start of December 1, 2013.
3. The landlord is issued with a Monetary Order in the amount of \$2,000.00 for unpaid rent which the landlord can enforce **if** the tenant fails to pay this amount in accordance with the landlord instructions on service upon the tenant of the Monetary Order.

The landlord and tenant are cautioned that the rights and obligations for the return of the security deposit at the end of the tenancy are still in effect.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **December 1, 2013 at 1:00 p.m.** I also grant the landlord a Monetary Order in the amount of **\$2,000.00**.

These orders are final and binding on the parties and may be enforced.

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: November 21, 2013

Residential Tenancy Branch

