



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN THE PARTIES

Dispute Codes

For the tenant – CNL, CNR, PSF, FF

For the landlord – OPR, MNR

Introduction

This matter dealt with two applications for Dispute Resolution, one brought by the tenant and one brought by the landlord. The tenant has applied to cancel a Two Month Notice to End Tenancy for landlord's use of the property; to cancel a 10 Day Notice to End Tenancy for unpaid rent; for an Order for the landlord to provide services and facilities required by law and to recover the filing fee from the landlord for the cost of this application. The landlord has applied for an Order of Possession for unpaid rent or utilities; and a Monetary Order for unpaid rent or utilities. At the outset of the hearing the tenant agrees he has not been served a Two Month Notice and therefore withdraws this section from his claim.

Through the course of the hearing I assisted the parties in coming to an agreement in settlement of both parties' applications. The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant and landlord both agree that the outstanding rent is now \$825.00 taking into account the loans made to the landlord by the tenant.
- The parties agree that the landlord will receive a Monetary Order to recover this unpaid rent
- The parties agree that the tenant will vacate the rental unit by November 30, 2013.

- The parties agree the landlord will be issued with an Order of Possession effective on November 30, 2013 at 1.00 p.m. if the tenant has not vacated the rental unit by this time.
- The parties agree that they will not file any further applications for monetary claims against the other party.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act* in full, final and binding settlement of the both parties' applications.

A Monetary Order has been issued to the landlord for **\$825.00**. The Order must be served on the tenant and should the tenant fail to comply with the Order it is enforceable through the Provincial Court as an order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on November 30, 2013 at 1.00 p.m. This Order must be served on the tenant and should the tenant not comply with this Order it 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: November 18, 2013

Residential Tenancy Branch