



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenant: CNR OPT  
For the landlord: OPR MNR FF

### Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant, the landlord, and legal counsel for the landlord attended the hearing. The parties were affirmed and the hearing process was explained to the parties. The parties were provided an opportunity to ask questions about the hearing process. The tenant did not submit evidence in response to his application and the tenant confirmed that he received several evidence packages from the landlord. I find the tenant to be sufficiently served in accordance with the *Act*.

### Preliminary and Procedural Matters

At the outset of the hearing, the tenant confirmed that he would be willing to vacate the rental unit as of November 30, 2013 at 1:00 p.m., which the landlord agreed to. As a result, the tenant’s application is dismissed in full without leave to reapply as the tenant’s application is now moot.

During the hearing, the landlord was advised that her application for monetary compensation was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act* (Act), because their application for dispute resolution did not provide sufficient particulars of their monetary claim for compensation, as is required by section 59(2)(b) of the Act. For example, the landlord requested a net amount of \$127.23 which in the landlord’s summary included gas utilities for October and November and of which the tenant was willing to pay; however, the landlord then stated verbally during the hearing that gas utilities for October and November were not included in the amount of

\$127.23, which I find was confusing. As a result, the landlord is at liberty to re-apply for their monetary claim as a result, but are reminded to include full particulars of their monetary claim when submitting their application, and is encouraged to use the “Monetary Worksheet” form located on the Residential Tenancy Branch website; [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca).

### Settlement Agreement

During the hearing, the parties agreed to settle the matter related to the end of tenancy, on the following conditions:

1. The parties agree that the tenancy will end on **November 30, 2013 at 1:00 p.m.**
2. The landlord is granted an order of possession effective November 30, 2013 at 1:00 p.m. The landlord must serve the tenant with the order of possession.

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 landlord has been granted an order of possession effective November 30, 2013 at 1:00 p.m. This order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is at liberty to reapply for their monetary claim.

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: November 18, 2013

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Residential Tenancy Branch

