



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0926614 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

ERP, RP, LRE, OLC, PSF, FF

Introduction

This hearing was convened in response to an application by the tenant, for Orders under the Residential Tenancy Act (the Act).

Both parties attended the conference call hearing and provided their submissions and their testimony and were permitted to discuss their dispute.

Background and Evidence

The monthly payable rent is in the amount of \$900.00. On October 23, 2013 the landlord gave the tenant a 2 Month Notice to End Tenancy for Landlord's Use of Property (Notice to End) with the reason given as: *the rental unit will be occupied by the landlord or the landlord's spouse or close family member of the landlord or the landlord's spouse*, with an effective date of December 31, 2013. The tenant is acting on the landlord's Notice to End and is vacated on December 15, 2013.

During the course of the hearing, the parties discussed their dispute and reached agreement, choosing to settle this matter for all time, in full satisfaction of the tenant's claims, and to the parties' mutual satisfaction, on the following conditions, and at their request that I record the parties' settlement as follows as per Section 63 of the Act.

1. The tenant and landlord agree that the landlord will pay the tenant **\$900.00 as per Section 51(1) of the Act**, respecting the landlord giving the tenant a 2 Month Notice under Section 49 of the Act - no later than December 15, 2013 upon the tenant surrendering the keys to the rental unit.

2. The tenant and landlord agree that the landlord will pay the tenant **\$450.00 representing the original security deposit of the tenant** - no later than December 15, 2013 upon the tenant surrendering the keys to the rental unit.
3. The tenant and landlord agree that so as to perfect this agreement, the tenant will receive a **Monetary Order** in the agreed sum amount of **\$1350.00** owed to the tenant.
4. The tenant and landlord agree that so as to perfect this agreement, the landlord will receive an **Order of Possession** effective **December 15, 2013**.

As the parties settled their dispute, i decline to grant the tenant their filing fee.

Conclusion

I grant the tenant a **Monetary Order** under Section 67 of the Act in the sum amount of **\$1350.00**. The tenant is being given this Order. If the landlord does pay the tenant the agreed amount, the tenant may serve the Order on the landlord. If necessary, the Order may be filed in Small Claims Court and enforced as an order of that court.

I grant an **Order of Possession** to the landlord **effective December 15, 2013**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision and Settlement is final and binding on both parties.

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: December 09, 2013

Residential Tenancy Branch

