



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LANDLORD: OPC, FF
TENANT: CNC, MNDC, OLC, O

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking an Order of Possession and to recover the filing fee for this proceeding.

The Tenant filed seeking an Order to cancel the Notices to End Tenancy, for compensation for loss or damage under the Act, regulations or tenancy agreement, for the Landlord to comply with the Act and for other considerations.

Service of the hearing documents by the Landlord to the Tenant were done by personal delivery on November 19, 2013, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenant to the Landlord were done by registered mail on November 18, 2013, in accordance with section 89 of the Act.

Both parties confirmed receiving the other parties Hearing Packages.

At the start of the conference call the Landlord requested the hearing be recorded by a Court Reporter. The Landlord said he wanted to have a record of the hearing for clarification if any other proceedings occurred in the future. The Court Reporter supplied her name and identification number. The Tenant said the recording of the hearing was fine with her. I accept the Landlord's request for the hearing to be recorded pursuant to rule 9.2 of the Residential Tenancy Branch rules and procedures and I order the Landlord to provide a copy of the record to the Tenant after the Landlord receives it.

Issues to be Decided

Landlord:

1. Is the Landlord entitled to end the Tenancy?

Tenant:

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
2. Is the Tenant entitled to compensation for loss or damage and if so how much?
3. Has the Landlord complied with the Act?
4. What other considerations are there?

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Landlord and the Tenant agreed to end the tenancy on or before March 15, 2014 at 1:00 p.m.
2. the Tenant agrees to move out to the rental unit on or before March 15, 2013 at 1:00 p.m.
3. the Landlord agrees to give the Tenant one month rent free in the amount of \$360.00 as compensation for moving out of the unit by March 15, 2014.
4. The Landlord will receive an Order of Possession with an effective vacancy date of March 15, 2014 at 1:00 p.m.
5. Both parties agree to be respectful to each other until the end of the tenancy.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to end the tenancy on or before March 15, 2014 at 1:00 p.m. as per the above arrangement.

The Landlord has received an Order of Possession with an effective vacancy date of March 15, 2014 at 1:00 p.m.

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: January 07, 2014

Residential Tenancy Branch

