



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VLR Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlords' Application: OPR, MNR, MNSD, MNDC, FF

Tenant's Application: CNR, MNDC, OLC, ERP, RP, RR, FF

Introduction

This Hearing dealt with cross applications. The Landlords applied for an Order of Possession; a Monetary Order for unpaid rent; compensation for damage or loss under the Act, Regulation or tenancy agreement; to apply the security deposit towards satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent; for compensation for damage or loss under the Act, Regulation or tenancy agreement; for an Order that the Landlords comply with the Act, Regulation or tenancy agreement; for Orders for emergency and regular repairs to the rental unit; for a rent reduction; and to recover the cost of the filing fee from the Landlord.

The Hearing was conducted via teleconference and was attended by both parties, who gave affirmed testimony.

It was determined that the parties served each other with their Notice of Hearing documents and copies of their documentary evidence in accordance with the requirements of the Act and the Rules.

This tenancy began on November 1, 2012. The tenancy agreement is a 36 month lease, ending October 31, 2015. Monthly rent is \$7,500.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$3,750.00 on November 1, 2012.

Settlement

During the course of the Hearing, the parties reached a settlement agreement with respect to their applications. Therefore, their applications are dismissed without leave to reapply and I make no Order with respect to reimbursement of the filing fee to either party.

Pursuant to the provisions of Section 63 of the Act and at the request of the parties, I have hereby recorded the terms of the settlement.

1. The parties reached a mutual agreement that the tenancy will end at 1:00 p.m. on March 31, 2014.
2. The Tenant has paid rent in full to and including January 31, 2014.
3. The Tenant will pay rent for the month of February, 2014.
4. Rent for the month of March will be NIL.
5. The Tenant will leave the improvements he made to the rental unit.
6. The security deposit will be administered in accordance with the provisions of the Act at the end of the tenancy.

Conclusion

In support of this settlement agreement, I hereby provide the Landlords with an Order of Possession effective 1:00 p.m., March 31, 2014. This Order may be filed in the Supreme Court of British Columbia 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: February 04, 2014

Residential Tenancy Branch

