



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MND MNR MNSD MNDC FF  
                              CNR MNR MNDC

### Introduction

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

The Landlord filed on December 12, 2013, seeking an Order of Possession for unpaid rent or utilities and a Monetary Order for: damage to the unit, site, or property; unpaid rent or utilities; to keep all of the security deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application.

The Tenant filed on December 3, 2013, seeking an Order to cancel the notice to end tenancy for unpaid rent and to obtain a Monetary Order for cost of emergency repairs and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The parties appeared at the teleconference hearing and gave affirmed testimony. The Tenant testified that her grandfather would be acting as her agent and assisting her through this process as she was not able to get an advocate in time for the hearing.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

The undisputed testimony was the parties entered into a month to month tenancy that began on October 15, 2012. Rent is payable on the first of each month in the amount of \$900.00 and on October 15, 2012 the Tenant paid \$450.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) The parties mutually agree to end this tenancy effective March 31, 2014;
- 2) The Landlord will not pursue his claim for unpaid rent of \$262.00 which arose due to a short payment of December 2013 rent; and
- 3) The Tenant will not pursue her claims of \$474.00 for cost of a stove, electrical and gas issues, Laundromat costs, and compensation.

The parties acknowledged that they must disburse the security deposit in accordance with section 38 of the *Act*, once the tenancy has ended.

In support of the above settlement agreement the Landlord will be issued an Order of Possession.

### Conclusion

The parties agreed to settle these matters in accordance with section 63 of the *Residential Tenancy Act*.

The Landlord has been issued an Order of Possession effective March 31, 2014. This Order is legally binding and must be served upon the Tenant.

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 24, 2014