



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, CNR, PSF, RP, ERP, LRE, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent, and the filing fee. The landlord also applied to retain the security deposit. The tenant applied for an order to set aside the notice to end tenancy, for an order directing the landlord to carry out repairs, provide services and setting conditions on the landlord's right to enter the rental unit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent?
Is the tenant entitled to the remedies she has applied for?

Background and Evidence

The tenancy started on August 15, 2013. The monthly rent is \$1,200.00. The landlord currently holds a security deposit of \$600.00.

The applications of both parties were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute.

Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on February 28, 2014**. An order of possession will be issued to the landlord effective this date.
- The landlord agreed to allow the tenancy to continue until **1:00 p.m. on February 28, 2014**.
- The tenant agreed to allow the landlord to keep the security deposit of \$600.00 and also agreed to pay the landlord an additional amount of \$1,000.00 in full and final settlement of all claims against the landlord.
- The landlord agreed to retain the security deposit and accept an additional sum of \$1,000.00 in full and final settlement of all claims against the tenant. A monetary order will be granted to the landlord for this amount.
- Both parties stated that they understood and agreed that the above terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement and section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Pursuant to the above agreement, the landlord may retain the security deposit of \$600.00 and I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$1,000.00. This order may be filed in the Small Claims Court 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 27, 2014

Residential Tenancy Branch

