



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, MNDC, RR

Introduction

This hearing was convened by way of conference call in response to an application made by the tenant for the following issues:

- To cancel the notice to end tenancy for repeated late payments of rent
- Money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the “Act”)
- Allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- To recover the filing fee from the landlord for the cost of the application

The landlord appeared for the hearing with his co-landlord. The tenant appeared for the hearing. Both parties also produced a witness each for the hearing. No issues in relation to the service of the hearing documents and evidence served by both parties under the Act were raised by any of the parties. All the participants in the hearing provided affirmed testimony during the hearing and both parties were given the opportunity to be heard and cross examine each other on the evidence provided.

Analysis & Conclusion

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 conclusion of the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

Both parties agreed to settle the tenant's application in full under the following terms:

1. The landlord and tenant agreed to end the tenancy on March 31, 2014. As a result, the landlord is issued with an Order of Possession which is **only** effective for 1:00 p.m. on March 31, 2014 which the landlord can serve onto the tenant **if** the tenant fails to move out on this date and time.
2. The landlord agreed that the tenant can deduct \$100.00 from his March, 2014 rent payment. As a result, the tenant is required to pay the landlord on time, \$750.00 on March 1, 2014.

The landlord and tenant are cautioned that the rights and obligations for the return of the security deposit at the end of the tenancy are still in effect.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **March 31, 2014 at 1:00 p.m.**

This order is final and binding on the parties and may be enforced.

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 03, 2014

Residential Tenancy Branch

