



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 47; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. An Order of Possession - Section 55;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Preliminary Matters

At the onset of the Hearing the Parties’ applications were reviewed and the Tenant stated that he was also seeking compensation as a response to the Landlord’s claim for compensation. It is noted that the Tenant provided an evidence package in relation to its claim for compensation and the Landlord confirmed receipt of this part of the evidence package. The Landlord stated that they did not receive the Tenant’s evidence of rent payments but did not wish for an adjournment. As the Tenant’s application has

not been amended to include its claim for compensation, I declined to consider this claim and found that the Tenant remained at liberty to make an application for compensation. As the Landlord's claim for compensation is not materially related to the issue of whether the tenancy would end, I dismissed the Landlord's claim with leave to reapply. As the tenancy has not yet ended, I found that the Landlord made his claim to retain the security deposit prematurely and this claim was also dismissed with leave to reapply.

During the hearing the Parties reached a mutual agreement to resolve the dispute over the end of the tenancy.

#### Agreed Facts

The tenancy started in March 1991. Rent of \$1,300.00 is payable monthly on the first day of each month and at the outset of the tenancy the Landlord collected \$550.00 as a security deposit.

#### Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and the agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. The tenancy will end on or before 1:00 p.m. June 30, 2014;**

**2. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

In order to give effect to this agreement, I provide the Landlord with an **order of possession effective 1:00 p.m. on June 30, 2014.**

Conclusion

The Parties have resolved the dispute as set out on the mutually agreed upon terms, pursuant to which the order of possession has been provided to the Landlord.

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: April 30, 2014

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Residential Tenancy Branch

