



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNSD, RR, O

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant to: cancel a notice to end tenancy for unpaid rent or utilities; for the return of the Tenant’s security deposit; to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and for ‘Other’ issues identified as monetary compensation for issues associated with the cleanliness of the rental suite, repairs and a faulty stove.

The Landlord named in the Application “RH” and two agents representing one of the companies named in the Application appeared for the hearing with the Tenant. No issues in relation to the service of the Notice of Hearing documents under the *Residential Tenancy Act* (the “Act”) and the service of evidence in accordance with the Rules of Procedure were raised by the parties.

At the start of the hearing, the Tenant explained that his claim for the return of the security deposit was in relation to a different rental suite in the same building for which the Landlords in this Application had not returned. The provisions governing the return of a security deposit under section 38 of the Act were explained to both parties. As this portion of the Tenant’s claim relates to a different tenancy, I dismissed this part of this Application and the Tenant is at liberty to make a separate Application for this.

The Landlords explained that they were seeking an Order of Possession pursuant to Section 55 of the Act. The Tenant explained that he had not paid outstanding rent for this tenancy because he was struggling to make the rental payments and just need more time to catch up. The provisions relating to payment of rent due under a tenancy agreement as prescribed by Section 26(1) of the Act were explained to the Tenant.

However, the Landlord’s agents explained that they were willing to work with the Tenant in settling all of the issues associated with this tenancy through a settlement agreement.

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

Both parties agreed to settle the Tenant's Application in full under the following terms:

1. The Tenant and Landlord's agents agreed to end the tenancy on April 22, 2014.
2. The Landlord is issued with an Order of Possession effective for this date.
3. The Tenant agreed that the Landlord can keep his security deposit in the amount of \$225.00 in full satisfaction of outstanding rent for the remainder of the tenancy and for his claim relating to the reduction in the value of his tenancy.

This agreement is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy documented above.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **on April 22, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenants fail to vacate the suite.

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 08, 2014

Residential Tenancy Branch

