



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>	For the tenant:	CNC O
	For the landlord:	OPC OPB

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) and “other”. The tenant did not provide sufficient details of “other” in his application.

The landlord applied for an order of possession for cause and for breach of an agreement with the landlord.

The tenant and the landlord attended the hearing. The parties were affirmed, had the hearing process explained to them, and were given an opportunity to ask questions about the hearing process.

During the hearing, the landlord confirmed that she received documentary evidence from the tenant prior to the hearing and that she had the opportunity to review that evidence prior to the hearing. The tenant confirmed that he received the landlord’s documentary evidence prior to the hearing and that he had the opportunity to review that evidence prior to the hearing, with the exception of a June 17, 2014, late evidence package. The landlord confirmed that she did not serve the tenant with the June 17, 2014, evidence package. As a result, the landlord’s evidence package dated June 17, 2014, was excluded from the hearing as it was not served in accordance with the rules of procedure. Regarding the remainder of the documentary evidence, I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties mutually agree to end the tenancy effective **July 31, 2014 at 1:00 p.m.**
2. The landlord is granted an order of possession effective July 31, 2014 at 1:00 p.m., which must be served on the tenant. The parties agree that the order of possession will be served on the tenant by landlord agent "LW".
3. The parties agree that they will both communicate with each other through landlord agent "LW" only, for the remainder of the tenancy.
4. The tenant agrees to remove all personal belongings and garbage from the rental unit, outbuilding, and property, and any other belongings that the tenant or his friends have in the rental unit by July 31, 2014 at 1:00 p.m. The tenant also agrees to reasonably clean the rental unit, outbuilding and property to a reasonably clean condition by July 31, 2014 at 1:00 p.m.
5. The parties agree that the landlord agent "LW" and the tenant will meet at the rental unit on July 31, 2014 at 1:00 p.m. for the purposes of the completion of a move-out condition inspection report and for the tenant to return the two rental unit keys.
6. The parties agree that there will be no direct contact between the landlord and the tenant, including any swearing.
7. The landlord and tenant agree that the tenant surrenders his full security deposit of **\$400.00**, which includes \$0.00 in interest, to the landlord to compensate the landlord for current damages to the rental unit. The tenant agrees not to further damage the rental unit.
8. The parties mutually agree to withdraw their respective applications and mutually agree to withdraw the 1 Month Notice dated April 26, 2014, as part of this mutually settled agreement.
9. The parties agree to waive their filing fees.
10. The tenant agrees to allow the landlord agent "LW" to show the rental unit to prospective tenants with 24 hours written notice to be posted on the tenant's door and to which the parties agree that posting the written notice to the tenant's door regarding showing the rental unit, may be posted 24 hours prior to the entry by landlord agent "LW".
11. The parties agree that the tenant will pay the landlord July 2014 rent of \$800.00 in two installments as follows; June 25, 2014 the amount of \$400.00 and July 23, 2014, the amount of \$400.00.
12. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$800.00**, which will be of no force or effect if, the tenant makes both payments in accordance with #11 above.
13. The tenant agrees to pay his hydro account in full.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord is granted an order of possession effective July 31, 2014 at 1:00 p.m., which must be served by landlord agent "LW" on the tenant. Should the landlord require enforcement of the order of possession, the tenant must first be served with the order of possession and then may file the order of possession in the Supreme Court of British Columbia for enforcement purposes.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$800.00, which will be of no force or effect if the tenant pays the landlord in accordance with #11 above. Should the landlord require enforcement of the monetary order, landlord agent "LW" must serve the tenant with the monetary order, and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 20, 2014

Residential Tenancy Branch

