



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's Application: CNR, CNC, OLC, O

Landlord's Application: OPR, OPC, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with cross applications. The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and 1 Month Notice to End Tenancy for Cause and to request Orders for compliance against the landlord. The landlord applied for an Order of Possession for unpaid rent and cause and for monetary compensation for unpaid rent and/or utilities, damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

I heard disputed testimony with respect to that manner in which the landlord served the tenant with his Application for Dispute Resolution. As the tenant was in receipt of the landlord's Application for Dispute Resolution and was prepared to respond to it, I deemed the tenant sufficiently served pursuant to the authority afforded me under section 71 of the Act.

After both parties had an opportunity to be heard, I assisted the parties in reaching a mutual agreement to resolve their disputes. I have recorded the mutual agreement by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, both parties agreed upon the following terms in settlement of their disputes:

1. By the end of today's date the tenant shall pay to the landlord rent of \$850.00 for the month of June 2014 by way of a money order or certified cheque.
2. No later than July 22, 2014 the tenant shall pay to the landlord rent of \$850.00 for the month of July 2014 by way of a money order or certified cheque.
3. No later than August 1, 2014 the tenant shall pay to the landlord rent of \$850.00 for the month of August 2014 by way of a money order or certified cheque.
4. The landlord shall waive any entitlement to collect utilities from the tenant.
5. Provided terms 1, 2 and 3 above are met by the tenant, the tenancy shall continue until August 31, 2014 at which time the tenant shall return vacant possession of the rental unit to the landlord. The landlord shall be provided an Order of Possession effective August 31, 2014 to serve and enforce if necessary.
6. Should the tenant fail to comply with terms 1, 2 or 3 above, the landlord may end the tenancy and regain possession by serving the tenant with an Order of Possession that is effective two (2) days after service.
7. The \$400.00 security deposit shall remain in trust to be administered in accordance with the provisions of the Act.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with two Orders of Possession as described below:

1. An Order of Possession effective two (2) days after service. This Order may only be served upon the tenant **IF** the tenant fails to comply with term 1, 2 or 3 of the mutual agreement recorded in this decision.
2. An Order of Possession effective August 31, 2014 that may be served at any time and enforced if necessary.

As the tenants owe rent for June and July 2014 as at the date of this hearing, I further provide the landlord with a Monetary Order in the sum of \$1,700.00 to serve and enforce if necessary.

As a loss of rent for August 2014 is not known at this time, I do not provide the landlord with a Monetary Order for August 2014 rent. However, should the landlord suffer a loss of rent for August 2014 due to actions of the tenant the landlord is at liberty to reapply.

The security deposit remains in trust, to be administered in accordance with the requirements of the Act. Should the landlord wish to make a claim against it the landlord will have to file another Application for Dispute Resolution within the time limits for doing so, as provided under the Act.

Conclusion

The parties reached a mutual agreement to resolve this dispute. I have recorded the mutual agreement by way of this decision and I have made the terms binding upon both parties. I have provided the landlord with Orders in recognition of the terms agreed upon.

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: July 15, 2014

Residential Tenancy Branch

