



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: CNR, MNDC  
OPR

### Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for unpaid rent / and a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement. Both parties attended and gave affirmed testimony.

During the hearing the landlord confirmed that he seeks an order of possession in the event the tenant's application does not succeed.

### Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the month-to-month tenancy began on May 01, 2014. Monthly rent is due and payable in advance on the first day of each month. The tenancy agreement provides that monthly rent is \$350.00. However, the Ministry's Shelter Information document provides that the tenant's portion of rent is \$350.00, and that if the unit is shared the total monthly rent is \$700.00.

The tenant and her partner, "DR," are named on the tenancy agreement. On April 25, 2014 the tenant and "DR" paid \$700.00 for May's rent. A security deposit was not collected, however, in exchange for providing a washer and dryer which are presently located in a common area, the tenant and "DR" were given a \$100.00 credit towards a security deposit. It is understood that "DR" vacated the unit on May 28, 2014.

On May 29, 2014 the tenant made payment toward June's rent in the amount of \$500.00. Thereafter, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 05, 2014. The tenant filed an application to dispute the notice on June 10, 2014. Following that, the tenant amended her application to include a claim for certain miscellaneous compensation. No further payments were made toward rent after issuance of the 10 day notice.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

#### **RECORD OF SETTLEMENT**

- that the tenant will vacate the unit by not later than **Sunday, August 31, 2014**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the landlord **will not file any future application(s)** for dispute resolution, seeking compensation from the tenant in relation to this tenancy;
- that the tenant **withdraws** all aspects of her application for compensation from the landlord;
- that the landlord will compensate the tenant in the amount of **\$75.00**, paid in cash, on and by no later than **Sunday, August 31, 2014**;
- that in exchange for the \$75.00 payment from the landlord, as above, the tenant **relinquishes ownership** of both her washer and dryer;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Sunday, August 31, 2014**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: August 06, 2014

---

Residential Tenancy Branch

