



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JENNY HOLDINGS LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, OPC, MNR, MNDC, FF

Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for an order of possession for the rental unit due based upon a 1 Month Notice to End Tenancy for Cause (the "Notice"), authority to retain the tenants' security deposit, a monetary order for money owed or compensation for damage or loss and for unpaid rent, and for recovery of the filing fee paid for this application.

The landlord's agent (hereafter "landlord") and the tenants appeared and each representative submitted some of their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

Preliminary matter-I have determined that the portion of the landlord's application dealing with a request for a monetary order and for authority to retain the tenants' security deposit is unrelated to the primary issue of enforcing the Notice. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I have severed the landlord's Application and dismissed that portion of the landlord's request for those orders, **with leave to reapply**.

The hearing proceeded only upon the landlord's application to enforce a Notice to End Tenancy for Cause.

Issue(s) to be Decided

1. Is the landlord entitled to an order of possession for the rental unit?
2. Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The landlord and tenants agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenants agree to vacate the rental unit by 1:00 p.m. on November 30, 2014;
2. The landlord agrees that the tenancy will continue until November 30, 2014, at 1:00 p.m.;
3. The tenants understand the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenants fail to vacate the rental unit by 1:00

- p.m., November 30, 2014, the landlord may serve the order of possession on the tenants and obtain a writ of possession;
4. The tenants understand that the portion of their monthly rent for October in the amount of \$740 is still owing to the landlord and that they are obligated to pay the monthly rent of \$800 for November 2014 on time; and
 5. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application dealing only with the 1 Month Notice, that no finding is made on the merits of the said application for dispute resolution, and that this settlement does not address the parties' other obligations through the end of the tenancy.

Conclusion

The landlord and the tenants have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by November 30, 2014, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

As the parties have reached a settlement of the remaining issue in the landlord's application, I have not awarded the landlord recovery of their filing fee.

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* and is being mailed to both the applicant and the respondents.

Dated: October 27, 2014

Residential Tenancy Branch

