



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC LAT

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on November 28, 2014, to obtain Orders to cancel a Notice to end tenancy issued for cause and to authorize the Tenant to change the locks on the rental unit.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each party gave affirmed testimony. The Tenant had a witness attend the hearing; however, I did not hear testimony from that witness.

The Tenant did not submit evidence and stated that she had not received any evidence from the Landlord. The Landlord submitted that the Tenant refused to accept his evidence.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

It was undisputed that the Tenant entered into a tenancy that began in January 2014. Rent of \$550.00 is due on the last day of each month and in January 2014 the Tenant paid \$275.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

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 their dispute on the following terms:

- 1) The Tenant agreed to withdraw their application for dispute resolution in favour of this agreement;
- 2) The Tenant agreed to pay the Landlord \$550.00 no later than December 31, 2014 at 5:00 p.m. for use and occupancy of the rental unit until January 31, 2015 at 1:00 p.m.;
- 3) The Landlord affirmed that he understood that he could not refuse to accept the Tenant's payment for January use and occupancy if it was paid in accordance with this agreement, as noted in item (2) above;
- 4) The parties mutually agreed to end this tenancy effective January 31, 2015 at 1:00 p.m.
- 5) The parties agreed that if the Tenant failed to pay the \$550.00 as described in item (2) above, then the Landlord could serve the Tenant the conditional Order of Possession effective upon 2 days after service; and
- 6) If the Tenant makes the payment of \$550.00 as described in item (2) above, then the tenant will remain in possession of the unit until January 31, 2015 at 1:00 p.m., after service of the Order of Possession and the condition 2 day Order of Possession would become void and of no force or effect.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*.

In support of the settlement agreement, the Landlord has been issued a conditional 2 Day Order of Possession and an Order of Possession effective January 31, 2015.

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: December 30, 2014

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Residential Tenancy Branch

