



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord's Application: OPR; MNR; MNSD; MNDC; FF

Tenant's Application: MT; CNR; MNDC; OLC; RP; LRE; RR; FF

Introduction

This Hearing dealt with cross Applications. The Landlord seeks an Order of Possession, a Monetary Order for unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenant.

The Tenant seeks more time to file an application to cancel a notice to end tenancy; to cancel a Notice to End Tenancy for Unpaid Rent; compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Landlord comply with the Act, regulation or tenancy agreement; an Order that the Landlord make repairs to the rental unit; an Order suspending or setting limitations on the Landlord's right to access the rental unit; a rent reduction; and to recover the cost of the filing fee from the Landlord.

The Hearing was conducted via teleconference and was attended by both parties, who gave affirmed testimony. It was determined that each party served the other with their Notice of Hearing documents and documentary evidence.

At the outset of the Hearing, the parties advised that the Tenant has moved out of the rental unit. Therefore, the Landlord's application for an Order of Possession and the Tenant's applications for more time and to cancel the Notice to End Tenancy for Unpaid Rent was dismissed.

During the course of the Hearing, the parties withdrew their Applications and the parties reached a settlement agreement. Pursuant to the provisions of Section 63 of the Act and at the request of the parties, I have hereby recorded the terms of the settlement.

1. The Tenant will provide the Landlord with the keys to the rental unit by leaving the keys in the rental unit on January 16, 2015.

2. In satisfaction of all claims the Landlord and Tenant now have or may have arising from this tenancy, the parties agree that the Landlord will retain the security deposit in the amount of \$2,000.00.
3. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion

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: January 19, 2015

Residential Tenancy Branch

