



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, AAT, LAT, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 47;
2. As Order for the Landlord to comply – Section 62;
3. An Order allowing access for the Tenant’s guests – Section 70;
4. An Order authorizing the Tenant to change the locks – Section 70; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. At the onset of the hearing the Parties indicated their desire to reach a mutual agreement to settle the dispute and did reach an agreement.

Agreed Facts

The tenancy is a fixed term to expire on March 31, 2014. Rent of \$975.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$387.50 as a security deposit.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the Parties desire to settle their dispute during the proceedings, and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute as set out below.

The Parties mutually agree as follows:

- 1. The Tenant will pay \$387.50 to the Landlord by the end of today for January 2015 rent;**
- 2. The Landlord will retain the security deposit of \$387.50 plus zero interest for the remainder of rent for January 2014 in full satisfaction of this month's rent;**
- 3. The Tenant will move out of the unit on or before 1:00 p.m. on January 31, 2015;**
- 4. The Tenant will return an adjoining door key to the Landlord by the end of today; and**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

In order to give effect to this agreement I provide the Landlord with an order of possession for the agreed end of tenancy date.

Conclusion

The Parties have resolved the dispute as set out above on the mutually agreed upon terms.

I grant an Order of Possession to the Landlord effective 1:00 p.m. on 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: January 05, 2015

Residential Tenancy Branch

