



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOP PRODUCERS REALTY LTD. PM DIVISION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, OPC, FF

Introduction

This hearing convened as a result of cross applications. In the Landlord's Application for Dispute Resolution they sought an Order of Possession based on a Notice to End Tenancy for Cause, , and to recover the filing fee. The Tenant sought an Order canceling the Notice to End Tenancy for Cause and a Monetary Order for compensation for loss or damage.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

During the hearing the parties resolved matters by mutual agreement. Pursuant to section 33 of the *Act* I record their settlement in this my Decision and related Orders. The Terms of the parties' settlement is as follows:

1. The Tenant shall vacate the rental unit by no later than 1:00 p.m. on May 9, 2015.
2. The Landlord shall be entitled to an Order of Possession effective 1:00 p.m. on May 9, 2015. This order may be filed in the Supreme Court and enforced as an order of that Court.
3. Provided that the Tenant vacates the rental unit by 1:00 p.m. on May 9, 2015, the Tenant shall not be required to pay rent for months of March 2015 and April 2015 and for the period May 1 to 1:00 p.m. on May 9, 2015.

4. If the Tenant does not vacate the rental unit by 1:00 p.m. on May 9, 2015, the Landlord shall be at liberty to apply for a Monetary Order for compensation for rent for the months of March 2015 and April 2015 and for the period May 1 to 1:00 p.m. on May 9, 2015 and any such subsequent time the Tenant remains in the rental unit as well as any additional costs as the case may be.
5. The Landlord will pay the Tenant's reasonable moving and storage costs until May 31, 2015. The Landlord's Property Manager and the Tenant's Advocate shall discuss and arrange the moving and storage particulars and cost. If the parties disagree as to the reasonableness of such costs, they are at liberty to apply for further direction or Orders.
6. The Tenant's application for a Monetary Order for compensation for loss or damage pursuant to section 67 is dismissed with leave to reapply.
7. The Landlord's application to recover the filing fee is dismissed.

Conclusion

The parties resolved all matters by mutual agreement. The Tenant shall vacate the rental unit by May 9, 2015 and the Landlord shall be entitled to an Order of Possession effective that time. The Tenant shall not be required to pay rent for March, April or May 1 to 9, 2015. The Landlord shall be at liberty to reapply for a further Monetary Order for that time period, as well as any subsequent time should the Tenant not vacate the rental unit as agreed. The Landlord shall pay the Tenant's reasonable moving and storage costs until May 31, 2015. The Tenant's application for a Monetary Order is dismissed with leave to reapply.

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: May 05, 2015

Residential Tenancy Branch

