



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, OPL, CNC, CNL, MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on May 26, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents.

The Tenants filed an Application for Dispute Resolution, in which the Tenants applied to set aside a Notice to End Tenancy for Landlord's Use of Property; to set aside a Notice to End Tenancy for Unpaid Rent; for authority to reduce the rent; and to recover the fee for filing this Application for Dispute Resolution.

The female Tenant stated that on, or about, May 04, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Tenant wishes to rely upon as evidence were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession or should the Notice to End Tenancy for Landlord's Use of Property and the Notice to End Tenancy for Unpaid Rent be set aside?

Is the Landlord entitled to compensation for unpaid rent and/or retain all or part of the security deposit?

Should the rent for the unit be reduced?

Background and Evidence

After considerable discussion the Landlord and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end on June 30, 2015;
- the Tenants will pay the Landlord \$800.00 in rent for May, by cash, money order or certified cheque, no later than June 19, 2015;
- the Tenants are not required to pay any additional rent for May or June of 2015; and
- the security deposit will be dealt with at the end of the tenancy in accordance with the *Residential Tenancy Act (Act)*.

Analysis

The issues in dispute at these proceedings have been settled in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement, I grant the Landlord a monetary Order for \$800.00. In the event that the Tenants do not pay \$800.00 to the Landlord, the Order, may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on June 30, 2015. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: June 17, 2015

Residential Tenancy Branch

