



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

For the tenant: CNC CNR OLC LRE O  
For the landlord: OPR OPC MNDC FF

### Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied to cancel two Notices to End Tenancy, a 1 Month Notice to End Tenancy for Cause, and a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenant also applied for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to suspend or set conditions on the landlord’s right to enter the rental unit, and “other” although there are no details of “other” in the tenant’s application.

The landlord applied for an order of possession for unpaid rent or utilities, for cause, and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant, a tenant support worker, and two agents for the landlord (the “agents”) attended the teleconference hearing. The parties had the hearing process explained to them and an opportunity to ask questions about the hearing process was provided to both parties.

During the hearing, the parties confirmed that they received documentary evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenant owes \$395 for July 2015 rent.
2. The tenant agrees that she will pay July 2015 rent owing of \$395 by July 15, 2015 by 3:00 p.m. The tenant agrees to pay the agents directly with cash. The agents agree to issue a receipt for any cash payment received.
3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$395, which will be of no force or effect if** the tenant pays the landlord in accordance with #2 above.
4. The parties agree that the tenancy will end on **August 31, 2015 at 1:00 p.m.**
5. The tenant agrees to have all outside garbage including but not limited to the TV, BBQ, and overflow of garbage bags and recycling no later than July 18, 2015 at 4:00 p.m.
6. The landlord is granted an order of possession **effective two (2) days after service on the tenant.** The landlord agrees that this order of possession will not be enforced by the landlord until a few days prior to the August 31, 2015 end of tenancy date if the tenant complies with #1, #5 and #6 above.
7. The parties agree that the tenant's portion of rent due for August 2015 is \$395 due on August 1, 2015.
8. The parties agree as a part of this mutually settled agreement, that the landlord is permitted to show the rental unit on Monday, Wednesdays, and Fridays from 12-1 p.m. and 4-5 p.m. The landlord will commit to advising the tenant by phone in advance if there is a showing scheduled for a specific showing time as per above.
9. The showings described in #8 above will commence on July 20, 2015 and the tenant agrees to have the rental unit in a presentable condition for the showings.
10. The landlord reserves the right to apply for compensation if the condition of the rental unit during showings described in #8 and #9 above results in the inability to re-rent the rental unit for September 2015 due to the condition of the rental unit during showings.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession effective two (2) days from service on the tenant, however, the landlord agrees not to enforce the order of possession until a few days before the August 31, 2015 end of tenancy date unless the tenant fails to comply with #1, #5 and #6 above. The order of possession must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

The landlord has been granted a monetary order in the amount of \$395 which will be of no force or effect if the amount owing has been paid by the tenant in accordance with #2 above. Should the landlord have to enforce the monetary order, the order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

As this matter was resolved by way of a mutually settled agreement I decline to award the filing fee to either party.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 17, 2015

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Residential Tenancy Branch

