



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, OPC, MNR, MNDC, FF; MT, CNC, CNL, MNDC, OLC, FF, O

Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause and landlord's use pursuant to section 55;
- a monetary order for unpaid rent, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

This hearing was also convened in relation to the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice pursuant to section 47;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72; and
- an "other" remedy.

Both the tenant and the landlord appeared. Neither party raised any issue with service of documents.

In the course of the hearing the parties were able to reach an agreement as to terms under which the tenancy would end.

Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their disputes under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw his application.
3. The landlord agreed to withdraw the 1 Month Notice.
4. The landlord agreed to withdraw the 2 Month Notice.
5. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 30 September 2015.
6. The landlord agreed to pay to the tenant \$2,500.00.
7. The landlord agreed that rent for September 2015 would not be payable.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

Both applications are withdrawn. Both notices are cancelled.

The monetary order is to be used if the landlord does not pay \$2,500.00 to the tenant in accordance with their agreement. The tenant is provided with this order in the above terms and the tenant should serve the landlord with this order so that it may enforce it in the event that the landlord does not pay the outstanding rent as set out in their agreement. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: August 20, 2015

Residential Tenancy Branch

