



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

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

### Introduction and Preliminary Matters

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 originally applied to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) and to cancel a 2 Month Notice for Landlord’s Use of Property; however, the tenant confirmed that it was her intent that in addition to disputing the 1 Month Notice dated July 30, 2015, she was also disputing the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated August 1, 2015. The parties agreed that there was no 2 Month Notice issued, and as a result and pursuant to section 64(3) of the *Act*, I have amended the tenant’s application from disputing the 2 Month Notice to the 10 Day Notice. The tenant also applied for a monetary claim of \$2,300 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, and to provide services or facilities agreed upon but not provided, and “other” although details of “other” were not provided in the details of dispute.

The landlord applied for an order of possession based on a 1 Month Notice, 10 Day Notice, for a monetary order for unpaid rent or utilities, and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference hearing. The parties were affirmed, had the hearing process explained to them, and were given an opportunity to ask questions about the hearing process.

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 as a result.

The parties confirmed that they were both aware of the tenant's application that was originally scheduled to be heard on October 21, 2015 at 10:30 a.m., and both parties consented to have the files joined as a cross-application to be heard this date, September 28, 2015 at 2:30 p.m. Therefore, the hearing scheduled for October 21, 2015 at 10:30 a.m. has been cancelled given the consent of the parties to combine the landlord's application and the tenant's application as a cross-application.

Settlement Agreement

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

1. The parties mutually agree to end the tenancy effective **September 30, 2015 at 5:00 p.m.**
2. The landlord is granted an order of possession effective September 30, 2015 at 5:00 p.m., which must be served on the tenant.
3. The tenant surrenders her full security deposit of \$425 to the landlord towards ½ of August 2015 rent of \$850 owing, which results in the tenant owing \$425 for the remainder of August 2015 rent.
4. The tenant agrees to pay the landlord **\$475 by October 16, 2015 by 4:00 p.m.**, which includes recovery of the landlord's \$50 filing fee.
5. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of **\$475, which will be of no force or effect if**, the tenant pays the landlord in accordance with #4 above and the landlord successfully deposits the payment from the tenant.

6. The parties mutually agree to withdraw their respective applications in full as part of this mutually settled agreement, and acknowledge that the tenant's application has been joined as a cross-application to the landlord's application and that the hearing originally scheduled for October 21, 2015 at 10:30 a.m. is no longer necessary.
7. The landlord waives the unpaid rent for the month of September 2015 of \$850 as the rental unit has been shut down by the city.

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 is granted an order of possession effective September 30, 2015 at 5:00 p.m., which must be served on the tenant. Should the landlord require enforcement of the order of possession, the tenant must first be served with the order of possession and then may file the order of possession in the Supreme Court of British Columbia for enforcement purposes.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$475, which will be of no force or effect if the tenant pays the landlord in accordance with #4 above. Should the landlord require enforcement of the monetary order, the landlord must serve the tenant with the monetary order, and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: September 28, 2015

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Residential Tenancy Branch

