



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Ridge Apt
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, OPT, OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on September 8, 2015 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order compelling the Landlord to comply with the Act - Section 62; and
3. An Order of Possession - Section 54.

The Landlord applied on September 16, 2015 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain the security deposit – Section 378; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

Agreed Facts

The tenancy started on September 1, 2014. Rent of \$760.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$380.00 as a security deposit.

The Tenant failed to pay rent for September 2015 and the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice"). The Notice indicates that the outstanding rent is \$760.00. The Tenant paid the outstanding rent for September 2015 either before the Notice was given or on September 17, 2015. The Tenant also paid full rent on October 1, 2015. The Landlord did not give the Tenant a receipt for use and occupancy. On

September 29, 2015 the Landlord gave the Tenant a one month notice to end tenancy for cause. The Tenant did not dispute this notice to end tenancy. During the Hearing the Parties agreed that all rents were paid for September and October 2015 and that the tenancy will end on October 31, 2015.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

The Parties mutually agree as follows:

- 1. The tenancy will end on or before 1:00 p.m. on October 31, 2015; and**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute over the possession of the unit as recorded above. In order to give effect to the agreement I provide the Landlord with an order of possession for October 31, 2015. As the tenancy is ending and as no rent monies are owed, I dismiss the remaining claims of the Parties.

Conclusion

The Parties have settled the dispute over the possession of the unit.

I grant the Landlord an order of possession effective 1:00 p.m. on October 31, 2015.

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: October 20, 2015

