



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 696591 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, MNDC

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and more time to do so; and, monetary compensation for damage or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

With consent of both parties, the name of the landlord was changed to that which appears on the tenancy agreement and the 10 Day Notice.

The tenant had requested an extension of time to file her application to dispute the 10 Day Notice. The Act permits me to grant an extension of time in exceptional circumstances. In this case, the tenant submitted and provided documentary and photographic evidence to demonstrate that a serious medical condition prevented her from attending a Service BC office to file her application. Although a party to a dispute may file an application on-line, the applicant needed to request a fee waiver which, at the time of filing, had to be done in person. In these circumstances I granted an extension. As such, I continued to hear from the parties with respect to the validity of the 10 Day Notice.

I noted that the tenant had identified two different rental units as the dispute address on her application. A party cannot combine two different tenancy agreements for two different rental units in filing a single application. The tenant confirmed that she moved from one unit to another unit in June 2015 and that the most pressing issue to resolve is the fate of her tenancy for the unit she occupies at this time. Therefore, I amended the application to identify only the rental unit the tenant currently occupies.

During the hearing the parties reached a mutual agreement in resolution of their dispute(s) which I have recorded by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

During the hearing, the parties mutually agreed upon the following terms in resolution of any and all disputes between them:

1. The tenant will return vacant possession of the rental unit to the landlord no later than November 15, 2015 and the landlord shall be provided an Order of Possession to ensure the tenant fulfills this agreement.
2. The tenant withdraws the monetary claims she filed against the landlord with this application and the tenant shall pursue the landlord for any monies that may be owed to her by the landlord in the future.
3. The landlord will not pursue the tenant for any rent owed to landlord by the tenant.
4. The landlord is authorized to retain the security deposit collected from the tenant.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, the landlord is provided an Order of Possession effective at 1:00 p.m. on November 15, 2015. I also authorize the landlord to retain the tenant's security deposit.

Conclusion

The parties resolved their dispute by way of a mutual agreement that I have recorded in this decision. The landlord has been provided an Order of Possession effective November 15, 2015 pursuant to the mutual agreement.

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: November 04, 2015

Residential Tenancy Branch

