



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNR MNDC OLC FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the tenant to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated September 1, 2015, for a monetary order 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 recover the cost of the filing fee.

The landlord and the tenant attended the teleconference hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Both parties confirmed that they received the documentary evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find that both 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 October 2015 rent has been paid in November of 2015.
2. The parties agree that November 2015 rent is provided by the landlord to the tenant for free as full compensation for the 2 Month Notice dated September 17, 2015 with an effective date of December 31, 2015.
3. The parties agree that the tenancy will end on **December 5, 2015 at 1:00 p.m.**
4. The tenant agrees to pay the landlord a per diem amount of rent for December 2015 of \$30.65 per day for the first 5 days of December 2015 for a total of **\$153.25** due December 1, 2015.
5. The landlord is granted an order of possession effective December 5, 2015 at 1:00 p.m., which must be served on the tenant.
6. The parties agree that the tenant’s claim for compensation for displacement and mildew is not part of this mutually settled agreement and the tenant therefore reserves the right to apply for that compensation subject to any applicable timelines under the *Act*.

7. The parties agree that rent for October and November of 2015 are now resolved by way of this mutually settled agreement and withdraw this application and the second application which was scheduled to be heard on November 30, 2015 at 9:00 a.m. The file number has been included on the front page of this Decision for ease of reference.

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 December 5, 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.

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: November 16, 2015

Residential Tenancy Branch

