



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, 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 November 16, 2015 for:

1. An Order cancelling a notice to end tenancy - Section 46;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on December 3, 2015 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

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

Preliminary Matter

The Tenants are seeking compensation in relation to damages from the actions of the Landlord. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each and that unrelated claims may be dismissed with or without leave to reapply at the discretion of the arbitrator. As the Tenant’s claim for compensation is not related to the primary matter of whether the tenancy continues, I dismiss this claim with leave to reapply.

During the Hearing the Parties reached an agreement to settle the dispute over the remaining claims in the application: the rents payable and the end of the tenancy.

Agreed Facts

There is no written tenancy agreement. The tenancy started in January 2014. Rent of \$700.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Tenants have been paying the rent in cash and the Landlord has not issued any receipts for rents collected.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end no later than 1:00 p.m. on March 31, 2016;**
- 2. No rents are owed to the Landlord for November 2015, December 2015 and January 2016;**
- 3. The Tenants will pay only the amount of rent as it is due and the Tenants will pay \$700.00 on February 1, 2016 and \$700.00 on March 1, 2016;**
- 4. The Landlord will provide a receipt for each rent payment for February and March 2016;**
- 5. The Tenants will continue to have an unobstructed parking spot on the driveway; and**
- 6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to the agreement I provide the Landlord with an order of possession effective March 31, 2015.

Conclusion

The dispute is settled.

I **Grant** an Order of Possession to the Landlord effective 1:00 p.m. on March 31, 2016.

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: January 14, 2016

Residential Tenancy Branch

