



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNSD, OPC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel a 1 Month Notice to End Tenancy for Cause and return for the security deposit. The landlord applied for an Order of Possession for cause. 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.

At the outset of the hearing the tenant made a proposal with a view to bring resolution to their dispute. The landlord indicated willingness to this resolve the dispute in this way and during the remainder of the hearing I was able to facilitate a mutual agreement between the parties. I have recorded the terms agreed upon by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms during the hearing:

1. The tenancy shall end at 12:00 noon on February 7, 2016 at which time possession of the rental unit will be returned to the landlord.
2. The parties will meet at the rental unit at 12:00 noon on February 7, 2016 for purposes of returning possession of the unit to the landlord and participating in the move-out inspection together. The parties are at liberty to have another person present to assist, support or witness the events of February 7, 2016.

3. The tenant will not be held liable to pay rent to the landlord for the months of February 2016 or later and in exchange the tenant will not pursue the landlord for any damages or losses she may have suffered during the tenancy, if any.
4. The tenant remains liable to compensate the landlord for her portion of hydro consumption that has not yet been paid to the landlord for dates up to and including February 7, 2016.
5. The security deposit remains in trust for the tenant and is to be administered in accordance with the Act after the tenancy ends on February 7, 2016.

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 the 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 make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession that is effective at 12:00 noon on February 7, 2016.

Conclusion

The parties reached a mutual agreement in resolution of their disputes that I have recorded in this decision. In keeping with the mutual agreement, the landlord has been provided an Order of Possession effective at 12:00 noon on February 7, 2016 with this decision. The Order of Possession may be served and enforced as necessary.

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 28, 2016

Residential Tenancy Branch

