



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR & FF

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated January 29, 2016
- b. An order allowing the Tenant more time to make this Application.
- c. An order that the tenant recover the cost of the filing fee

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. An Order for Possession for the landlord's use of the property
- c. A monetary order in the sum of \$3167 01 for unpaid rent
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated January 29, 2016
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to A Monetary Order and if so how much?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties produced a tenancy agreement that provided that tenancy would start on November 1, 2013 and continue on a month to month basis. The rent was \$1100 per month. The tenant paid a security deposit of \$550 at the start of the tenancy.

There is an ongoing dispute between the parties. The issue of whether the tenant is entitled to an order cancelling the 2 month Notice to End Tenancy is before another arbitrator. The parties advised they have not yet received a copy of that decision.

The landlord advised at the start of the hearing that the parties have reached a settlement in accordance with a letter he has faxed to the Branch this morning. I do not have a copy of that letter. The tenant now takes the position that while she signed the letter she is not in agreement to some of the terms contained in that letter.

The parties confirmed at the hearing they are in agreement as to the following terms. I advised the parties that I would set out the settlement of the terms they are in agreement with. The letter signed by both parties may or may not be binding. That issue is not before me and I make no determination as to the validity of the letter referred above.

Settlement:

The parties confirmed the settlement of the following terms:

- a. The parties mutually agree to end the tenancy at 6:00 p.m. on March 31, 2016.
- b. The parties request the arbitrator issue an Order for Possession for that date.
- c. The landlord waives his claim for rent arrears.
- d. The tenant waives her claim for her entitlement to the equivalent of one month rent under section 51 of the Residential Tenancy Act.
- e. Each party waives their claim to the cost of the filing fee in their respective application.

Analysis - Order of Possession:

As a result of the settlement I granted an Order for Possession effective 6:00 p.m. on March 31, 2016. All other claims in the Application for Dispute Resolution are dismissed in accordance with the settlement set out above.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: March 16, 2016

Residential Tenancy Branch

