



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, OPC, OPR, CNR, OPB, MND, MNR, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55 and for a monetary order for unpaid rent, cost of repairs and for the recovery of the filing fee. The tenant applied to cancel the notices to end tenancy.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

During the hearing the landlord requested that her claim for the cost of repairs be dismissed with leave to reapply. Since the tenancy is not yet over and the landlord still holds a security deposit, I have dismissed this portion of the landlord's claim with leave to reapply.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the landlord entitled to a monetary order?

### **Background and Evidence**

The tenancy began in September 2015. The monthly rent is \$650.00 due on the first of each month. On March 09, 2016 and April 02, 2016, the landlord served the tenant with a one-month notice for cause and a ten day notice to end tenancy for unpaid rent.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00p.m. on May 15, 2016.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on May 15, 2016. An order of possession will be granted to the landlord effective this date.
3. The tenant agreed to pay rent for April 2016 in the amount of \$650.00. A monetary order will be granted to the landlord.
4. The tenant also agreed to pay rent up to the last day of tenancy
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Pursuant to the above agreement, I grant the landlord an order of possession effective at **1:00p.m. May 15, 2016**. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to the above agreement I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$650.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective at **1:00p.m. on May 15, 2016** and a monetary order in the amount of **\$650.00**.

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: April 22, 2016

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Residential Tenancy Branch