



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC MNSD OLC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution dated March 23, 2016 (the "Application"). The Tenant seeks the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order cancelling the Landlord's Notice to End Tenancy for Cause; an order permitting the Tenant to return some or all of the security deposit to the Tenant; a monetary order for compensation for money owed for damage or loss under the Act, the regulations, or a tenancy agreement; an order requiring the Landlord to comply with the Act, the regulations or a tenancy agreement; and an order for recovery of the filing fee.

The Tenant attended the hearing and was assisted by C.B., her mother. The Landlord appeared at the hearing on her own behalf. At the outset of the hearing, both parties provided their solemn affirmations.

During the hearing, the parties gave affirmed testimony. The parties were also provided the opportunity to present evidence orally and in documentary form prior to the hearing, and to make submissions to me.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

The parties mutually agreed to settle the Tenant's claim as follows:

1. The Tenant agrees to pay the Landlord \$48.39 by April 28, 2016, at 5:00 p.m.;
and
2. The parties agree the tenancy will end at 1:00 p.m. on May 1, 2016, and the Landlord will have an order of possession, effective at that time and date.

I note the Tenant's payment of \$48.39 to the Landlord is a pro-rated payment for rent for May 1, 2016 only.

This settlement agreement was reached in accordance with section 63 of the Act.

As this matter was settled, I decline to award recovery of filing fees to the Tenant.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord is granted a monetary order in the amount of \$48.39, which will be of no force or effect if the amount owing is paid as described above. If the Tenant does not pay the amount as described above, this Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Further, the Landlord is granted an Order of Possession, effective May 1, 2016, at 1:00 p.m. This Order may be filed in the Supreme Court and enforced as an order of that Court.

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: April 27, 2016

Residential Tenancy Branch