



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD OPC  
                                 CNC

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on April 30, 2016. The Landlord filed seeking an Order of Possession for cause and a Monetary Order for unpaid rent and to keep the security deposit.

During the hearing the Tenant advised she had filed an application to dispute the Notice and did not receive any information regarding her hearing. Upon review of the Residential Tenancy Branch (RTB) record I confirmed the Tenant's application was received at the RTB on April 3, 2016 and had not been processed due to a clerical error. I advised the parties both applications were significantly linked and would be heard together during this hearing. Neither party disputed joining the two applications.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Have the parties agreed to settle these disputes?

### Background and Evidence

The parties entered into a month to month tenancy which began on May 1, 2013. Rent of \$1,000.00 was payable on the first of each month and on April 20, 2013 the Tenant paid \$500.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 or an order.

During the hearing, the parties discussed the issues between them and achieved a resolution of their dispute on the following terms:

- 1) The Landlord agreed to withdraw her application for Dispute Resolution
- 2) The Tenant agreed to withdraw her application for Dispute Resolution;
- 3) The Tenant agreed to pay the Landlord \$1,100.00 on June 2, 2016, as payment in full for the rent arrears and for use and occupation of the rental unit for the entire month of June 2016;
- 4) The parties mutually agreed to withdraw the 1 Month Notice and to end the tenancy effective June 30, 2016 at 1:00 p.m.
- 5) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Landlord's and Tenant's application and that no findings were made on the merits of the said applications for dispute resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In the event the Tenant do not pay the Landlord the agreed upon payment of \$1,100.00 by the end of June 2, 2016, the Landlord may serve the Tenant the enclosed Order of Possession that is effective 2 days upon service to the Tenant and the Monetary Order for \$1,100.00.

If the Tenant complies with the payment arrangement, the Order of Possession effective 2 days after service will be null and void, and the Landlord must serve the Tenant the enclosed Order of Possession effective June 30, 2016 at 1:00 p.m. after service upon the Tenant.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act. The Landlord was issued the above listed Orders in support of the settlement agreement.

This decision is final, legally binding, 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: June 03, 2016

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Residential Tenancy Branch