



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF (Landlord's Application)
 CNR, OLC (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant on June 7, 2016 and by the Landlord on June 13, 2016. The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent. The Landlord also applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement and to recover the filing fee from the Tenant. The Tenant applied to cancel a notice to end tenancy for unpaid rent and for the Landlord to comply with the Act, regulation or tenancy agreement.

The Tenant, the Landlord, and the co- Landlord appeared for the hearing. However, only the Landlord and Tenant provided affirmed testimony. The only documentary evidence provided by the parties was a copy of the notice to end tenancy and a proof of service document which was provided by the Landlord.

The parties confirmed receipt of each other's Application and the hearing process was explained. The parties were given a full opportunity to present their evidence and make submissions to me on the relevant matters before me.

The parties confirmed that this was an oral tenancy which started in November 2015. Rent was \$600.00 per month, half of which was payable on the first of every month and the other half was payable on the 15th of each month. No security deposit was requested or provided. The Tenant confirmed receipt of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") on June 5, 2016. The parties argued about the amount of rental arrears that were outstanding in this tenancy but the Tenant acknowledged that he was in rental arrears for July 2016 due to problems getting funds from a third party government organization. The Tenant explained that he was looking for a new place to move to and that he would settle the unpaid rent matters with the Landlord directly.

After the parties provided evidence in relation to this dispute, I offered the parties an opportunity to settle this matter by way of mutual agreement. The parties considered their options and decided that voluntary resolution by mutual agreement was more appropriate in this case.

Settlement Agreement

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. After some negotiation, the parties agreed to settle the matters through mutual agreement based on the following terms and conditions.

The parties agreed to end the tenancy at **1:00 p.m. on July 31, 2016** at which point the Tenant is required to vacate the rental unit. The Landlord is issued with an Order of Possession effective for this date and time. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenant fails to vacate the rental unit. The Tenant should be aware that the Landlord may claim from the Tenant for any costs relating to enforcing the Order of Possession if he fails to vacate the rental unit.

The Landlord withdrew her monetary claim for unpaid rent as the parties will resolve this issue between them in the interim time before the tenancy ends. If the parties are unable to resolve this, the Landlord is at liberty to re-apply for unpaid rent.

The parties also discussed alleged damages to the rental unit. I informed the parties that this issue was not before me and I could not make any legal findings on these matters. However, I cautioned the Tenant to ensure that pursuant to Section 37(2) (a) he was required to leave the rental unit reasonably clean and undamaged. The parties then withdraw the respective Applications. As a result, I made no legal findings in this matter. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 11, 2016

Residential Tenancy Branch