



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, MNDC, OPR, OPC, MND, MNR, FF

Introduction

This hearing was scheduled to address cross applications made by the Landlord and Tenant. The Landlord applied for an order of possession; for a monetary order for damage; for a monetary order for unpaid rent; for a monetary order for money owed or compensation for damage or loss; and to recover the cost of the filing fee. The Tenant applied for more time to make an application to cancel a Notice to end tenancy; to cancel a Notice to end tenancy for unpaid rent; and for a monetary order for money owed or compensation for damage or loss. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Residential Tenancy Branch Rules of Procedure, and to respond to the submissions of the other party.

Issues to be Decided

- Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?
- Should the Tenant be permitted more time to make an application to cancel a Notice to end tenancy?
- Should the Notice to end tenancy for unpaid rent be cancelled?
- Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?

Background and Evidence

The Landlord testified that there is no written tenancy agreement in place. The Landlord and Tenant agree that the tenancy commenced on April 3, 2016, as a month to month tenancy. The Landlord and Tenant also agree that rent in the amount of \$850.00 is due on the first day of each month. The Tenant did not pay the Landlord a security deposit or a pet deposit.

The Landlord testified that she issued the Tenant two different notices to end tenancy as follows:

- 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 13, 2016.
- 1 Month Notice To End Tenancy For Cause dated May 2, 2016.

The Tenant testified that he received the 10 day Notice on June 13, 2016, and that he received the 1 Month Notice on May 2, 2016.

Settlement Agreement

During the hearing, the parties agreed to settle the matter regarding the end of the tenancy, on the following conditions:

1. The parties agree that the tenancy will end on August 14, 2016, and the Tenant will vacate the rental unit by 1:00 pm on August 14, 2016.
2. The Landlord is entitled to an order of possession effective at 1:00 pm on August 14, 2016.
3. The parties have leave to reapply for the monetary portions of their claims at a later date. The parties will need to reapply for a new hearing.

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

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.

Conclusion

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

The Landlord is granted an order of possession effective August 14, 2016, after service on the Tenant.

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: August 03, 2016

Residential Tenancy Branch