



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPC, OPR, MNR, MT, CNR, CNC, MND, MNSD, MNDC, ERP, RP, 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. The tenant applied to cancel the notices to end tenancy, pursuant to Section 46 and 47 and for additional time to do so. The tenant also applied for an order directing the landlord to carry out repairs. Both parties applied for monetary orders and for the recovery of the filing fee. 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.

Residential Tenancy Branch Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.

In this regard I find the tenant has applied for a monetary order for compensation in the amount of \$20,000.00, for the loss of quiet enjoyment. As this portion of the tenant's application is unrelated to the main section which is to cancel the notices to end tenancy for cause and for non-payment of rent, I dismiss this portion of the tenant's application for compensation with leave to reapply.

At the start of the hearing, the tenant informed me that he was moving out on August 31, 2016. Since the tenant is moving out his application to cancel the notices to end tenancy and his request for an order directing the landlord to carry out repairs are both moot and accordingly dismissed.

Therefore this hearing only dealt with the order of possession and the monetary order for unpaid rent and utilities.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent and utilities?

### **Background and Evidence**

The tenancy started in February 2016 for a fixed term of one year. The monthly rent is \$1,375.00 due in advance on the first day of the month. Prior to moving in, the tenant paid a security deposit of \$675.00.

These parties attended a hearing in July 2016, and the tenant was awarded the recovery of the filing fee of \$100.00.

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 or 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 on or before 1 p.m. on August 31, 2016.
2. The landlord agreed to allow the tenancy to continue up to August 31, 2016. An order of possession will be granted to the landlord effective this date.
3. Both parties agreed that the tenant owed \$1,375.00 in unpaid rent and \$160.00 in unpaid utilities. The landlord agreed that she owed the tenant \$100.00 from a past decision. Both parties agreed that the tenant owed the landlord a net amount of \$1,435.00
4. Both parties agreed that the landlord could keep the security deposit of \$675.00 in partial satisfaction of the amount owed by the tenant to the landlord. Accordingly I grant the landlord a monetary order for \$760.00.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of this dispute for both parties.

**Conclusion**

I grant the landlord an order of possession effective by **1:00 p. m. on August 31, 2016**. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to **\$760.00** as per a term of the mutual agreement. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their own applications.

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 23, 2016

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Residential Tenancy Branch