



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD OLC OPT RP

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on July 14, 2016. The Tenant filed seeking orders as follows: a \$1,230.00 Monetary Order; an Order of Possession for the Tenant; an Order to have the Landlord comply with the *Act*, Regulation, or tenancy agreement; and orders for repair.

The hearing was conducted via teleconference and was attended by the Landlord's agent 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.

Section 1 of the *Act* defines a landlord in relation to a rental unit, to include the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord permits occupation of the rental unit under a tenancy agreement, or exercises powers and performs duties under this Act, the tenancy agreement or a service agreement.

As per the submissions of the Landlord's Agent, who testified she had enacted the enduring power of attorney, I find the Agent met the definition as a landlord, pursuant to section 1 of the *Act*. Accordingly, all submissions from the Landlord's agent are referred to as being submissions and/or agreements from the Landlord.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. During the course of this hearing the parties agreed to settle these matters and the matters relating to the Landlord's application which was scheduled to be heard on October 26, 2016 at 9:00 a.m. Both application file numbers are listed on the front page of this Decision.

Issue(s) to be Decided

- 1) Have the parties agreed to settle the matters relating to both the Tenant's and Landlord's application for Dispute Resolution?
- 2) If so, what are the terms of that settlement agreement?

Background and Evidence

The parties entered into a written month to month tenancy agreement which began on January 4, 2016. Rent of \$860.00 was payable on or before the first of each month. The Tenant paid only \$230.00 towards the \$430.00 security and \$30.00 mail key deposits. On January 3, 2016 a condition inspection report form was completed and signed by both parties.

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 Tenant agreed to withdraw their application for Dispute Resolution in favour of this settlement agreement;
- 2) The Landlord agreed to withdraw their application for Dispute Resolution in favour of this settlement agreement;
- 3) The Landlord would keep the Tenant's security deposit as full and final satisfaction of any amounts owing for rent or use and occupation;
- 4) The parties mutually agreed to end this tenancy effective Monday September 26, 2016;
- 5) The Tenant agreed to provide the Landlord with a clean and vacant rental unit as of September 26, 2016;
- 6) The parties mutually agreed to conduct the move out inspection and complete condition inspection report form on September 26, 2016 at 10:30 a.m.
- 7) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Tenant's application and the Landlord's

application as listed above and that no findings were made on the merits of those applications for dispute resolution; and

- 8) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

In support of the above settlement agreement the Landlord has been issued an Order of Possession effective **September 26, 2016** after service upon the Tenant.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act and the Landlord has been issued an Order of Possession.

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: September 14, 2016

---

Residential Tenancy Branch