



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: CNR
For the landlord: OPR MNR FF

Introduction

This hearing was convened as a result of the cross applications of the parties under the *Residential Tenancy Act* (the “Act”).

The landlord applied for an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 2, 2016 (the “10 Day Notice”), for a monetary order for unpaid rent, and to recover the cost of the filing fee. The tenant applied to cancel the 10 Day Notice.

The landlord and the tenant attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Preliminary and Procedural Matter

At the outset of the hearing, the parties agreed to amend the respective applications to add an “also known as” first name for the landlord to the respective applications of the parties. As a result, the “also known as” name for the landlord was added to the applications of both parties.

Settlement Agreement

During the hearing, the parties agreed to settle these matters related to their respective applications, on the following conditions:

1. The parties agree that effective immediately the tenancy shall be a fixed term tenancy ending on October 31, 2017 at 1:00 p.m. and requires vacant possession to be returned to the landlord as of that date and time.
2. The parties agree that the landlord is granted an order of possession effective **October 31, 2017 at 1:00 p.m.** The landlord must serve the tenant with the order of possession.
3. The tenant agrees to provide the \$800.00 in material for the upper rear deck of the rental unit.
4. The tenant agrees to provide a written quote to the landlord for the upper rear deck labour not to exceed **\$1,750.00 by October 15, 2016.**
5. The tenant agrees to finish installing the new front large picture window in the rental unit by **October 15, 2016.** The tenant further agrees that all windows are expected to be fully installed by that date.
6. The tenant agrees to provide a quote in writing from a draining expert to the landlord by **October 30, 2016.**
7. The parties agree that the new monthly amount of rent effective **October 1, 2016** is **\$1,350.00** and is due on the first day of each month.
8. The tenant agrees to pay the landlord a **\$500.00** security deposit to the landlord by **December 29, 2016.**

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

Conclusion

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

The landlord has been granted an order of possession which must be served on the tenant. Should the landlord require enforcement of the order of possession, the order of possession may be filed in the Supreme Court of British Columbia and be enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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 30, 2016

Residential Tenancy Branch