



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, CNC, CNR, MNR, MNSD

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied to cancel notices to end tenancy for cause, landlord's use of property and for non-payment of rent. The tenant also applied for a monetary order for the return of rent that he believes was overpaid by him and for the return of the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

As of the date of this hearing, the tenant was still in occupation of the rental unit. Accordingly, the return of the security deposit is dismissed with leave to reapply after the tenancy has ended and in accordance with s.38 of the *Residential Tenancy Act*.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notices to end tenancy be set aside and the tenancy be allowed to continue? Is the tenant entitled to a monetary order?

Background and Evidence

The tenancy started on December 01, 2015. The monthly rent is \$1,000.00 and the tenant paid a security deposit of \$500.00. The tenant filed a copy of the tenancy agreement into evidence. The monthly rent is type written as \$100.00 and then overwritten by hand as \$1,000.00. The change is not initialled by either party. Based on the testimony of the tenant, I find that the rental amount is \$1,000.00 and was entered in error as \$100.00. The tenant agreed that he had not paid rent for the last four months leading up to the date of this hearing

The circumstances surrounding the notices to end tenancy were discussed. During this discussion 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 on the following terms:

1. The tenant agreed to move out by 1:00 pm October 10, 2016.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm on October 10, 2016.
3. An order of possession will be issued to the landlord effective this date.
4. The landlord agreed to waive all rent owed by the tenant.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Conclusion

I grant the landlord an order of possession effective at **1:00 pm on October 10, 2016.**

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: October 07, 2016

Residential Tenancy Branch

