



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPC, FF, OLC, ERP, and O

### **Introduction**

On August 31, 2016 the Tenant filed an Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to make repairs to the rental unit and for "other". The Tenant stated that she personally served her Application for Dispute Resolution, the Notice of Hearing, and a copy of the tenancy agreement to the Landlord, although she cannot recall the date of service. The Landlord acknowledged receiving these documents and the tenancy agreement was accepted as evidence for these proceedings.

On September 08, 2016 the Tenant filed an Amendment to an Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to comply with the tenancy agreement or the *Residential Tenancy Act (Act)*. The Tenant stated that she personally served this document to the Landlord, although she cannot recall the date of service. The Landlord stated that he "thinks" he received this document and the Tenant's Application for Dispute Resolution was amended accordingly.

On September 09, 2016 the Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing an Application. The Landlord stated that the Application for Dispute Resolution and the Notice of Hearing were posted on the Tenant's door, although he cannot recall the date of service. The Landlord acknowledged receiving these documents.

### **Issue(s) to be Decided**

Should the fixed term of the lease be extended?

Should the Landlord be granted an Order of Possession?

Is there a need to order the Landlord to make repairs to the rental unit?

### Background and Evidence

Shortly after the hearing commenced the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual consent, on October 28, 2016
- the Tenant will vacate the rental unit by October 28, 2016;
- the Landlord will receive an Order of Possession for the rental unit that is effective October 28, 2016;
- the Tenant will pay rent of \$431.00 for rent due up to October 28, 2016;
- the Landlord will receive a Monetary Order for \$431.00 that is enforceable if rent of \$431.00 is not paid by October 24, 2016; and
- the parties will only communicate in writing for the duration of the tenancy.

### Analysis

All of the issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

### Conclusion

The parties have settled the issues in dispute at these proceedings.

The terms of the settlement agreement reached by the parties is recorded 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 20, 2016

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Residential Tenancy Branch