



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, MND, MNSD, FF

Introduction

This hearing was reconvened after the adjourned original hearing on November 3, 2016 in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on October 5, 2016 for:

1. An Order cancelling a notice to end tenancy - Section 47; and
2. A Monetary Order for compensation or loss - Section 67.

The Landlord applied on November 4, 2016 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for damage to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

Preliminary Matters

The Landlord's application contains a monetary claim for compensation and to retain the security deposit in relation to damages to the unit. The tenancy had not ended at the time of the application and no amendment was made to the application. The Parties confirmed that the Tenant is still in the unit. Rule 2.3 of the Residential Tenancy Branch Rules of Procedure provides that claims made in an application must be related to each other. As the claim for compensation and retention of the security deposit is not related to whether or not the tenancy continues and as the tenancy has not ended allowing time for the Tenant to leave the unit with no damage beyond reasonable wear and tear, I dismiss these claims with leave to reapply.

During the hearing the Parties reached a mutual agreement to resolve the dispute over the notice to end tenancy.

Agreed Facts

The tenancy began in August 2006. Rent of \$984.15 is payable in advance on the first day of each month. The Tenant has found another unit to move into on December 1, 2016.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end no later than 1:00 p.m. on December 1, 2016; and**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I provide an order of possession to the Landlord.

Conclusion

The Parties have settled the dispute over the end of the tenancy by mutual agreement.

I grant the Landlord an order of possession effective 1:00 p.m. on December 1, 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: November 24, 2016

Residential Tenancy Branch

