



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNDC, FF

Introduction

This hearing was scheduled pursuant to a decision issued by Adjudicator N. Hayes on October 3, 2016 upon consideration of the landlord's application for an Order of Possession and Monetary Order for unpaid rent under the Direct Request procedure. The landlord subsequently filed and served two Amendments to the Application for Dispute Resolution to include a request for an Order of Possession for Cause and change the monetary claim to reflect unpaid rent for October 2016 and November 2016. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties reached a mutual agreement in resolution of the matters before me. By way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing the parties mutually agreed upon the following terms in resolution of the matters before me:

1. The tenancy shall continue until December 31, 2016 at which time the tenancy will end and the tenant will return vacant possession of the rental unit to the landlord. The landlord shall be provided an Order of Possession with an effective of December 31, 2016.
2. The tenant currently owes the landlord rental arrears of \$1,070.00 for the months of October 2016 and November 2016 and will owe the landlord rent of \$1,000.00 for the month of December 2016. The landlord shall be provided a Monetary

Order in the total sum of \$2,070.00 to enforce as necessary. Only the outstanding balance of the Monetary Order may be enforced upon the tenant.

3. The tenant may elect to end the tenancy on a date that is earlier than December 31, 2016 by giving a written notice of such to the landlord's agent, referred to as "JC". Should the tenant give JC written notice to end the tenancy early, the landlord will not charge the tenant rent for the days after he vacates the rental unit.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession that has an effective date of December 31, 2016 and I provide the landlord with a Monetary Order for the sum of \$2,070.00.

Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded by way of this decision and the Orders that accompany it.

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 23, 2016

Residential Tenancy Branch