



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ARDENT PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

CNR (Tenant's Application)  
OPB, OPC, OPR, MNR, FF (Landlord's Application)

### Introduction

This hearing convened as a result of cross applications. In the Tenant's Application for Dispute Resolution she sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"). In the Landlord's Application for Dispute Resolution they sought an Order of Possession based on the Notice as well as a 1 Month Notice to End Tenancy for Cause and a claim that the Tenant breached the tenancy agreement, Monetary Compensation for unpaid rent and to recover the filing fee.

Both parties appeared at the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

### Preliminary Matter—Tenant's Application

The Tenant's Application for Dispute Resolution was made under the *Manufactured Home Park Tenancy Act*. The parties confirmed the rental unit is a residential unit above a commercial space and as such the application should have been made under the *Residential Tenancy Act*. Pursuant to section 64(3)(c), I amend the Tenant's Application to correct the applicable Act under which her application is brought.

### Preliminary Matter—Landlord's Monetary Claim

By Amendment filed November 22, 2016 the Landlord increased their monetary claim from \$600.00 to \$4,740.05. In support the Landlord provided a Monetary Orders Worksheet as well as evidence relating to the Landlord's claim for unpaid rent as well as compensation for emergency services and repairs.

The Landlord's claim filed October 24, 2016 contained a claim for unpaid rent. While the November 22, 2016 Amendment increases the Landlord's Monetary Claim to include other losses, the Landlord has not indicated on the Amendment that they wish to add a related claim. Accordingly, the claim for compensation for emergency services and repairs is not properly before me. The Landlord is at liberty to make an application for this relief.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Orders pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

1. The tenancy shall end and the Tenant shall vacate the rental unit by no later than 1:00 p.m. on December 31, 2016.
2. **The Landlord is granted an Order of Possession effective 1:00 p.m. on December 31, 2016.** The Landlord must serve the Order on the Tenant as soon as possible and may if necessary, file and enforce the Order in the B.C. Supreme Court.
3. The Tenant is obligated to pay \$1,800.00 to the Landlord representing unpaid rent for October, 2016, November 2016 and December 2016. The Tenant agrees the Landlord may retain her \$600.00 security and pet damage deposit towards this amount.

The Landlord is granted a Monetary Order for the balance due in the amount of **\$1,200.00**. The Monetary Order must be served on the Tenant as soon as possible and may be filed and enforced in the B.C. Provincial Court (Small Claims Division) as an Order of that Court.

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: December 07, 2016

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Residential Tenancy Branch