



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MND, MNDS, MNDC, CNR, CNC, PSF, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”).

The Landlord filed an Application requesting an order of possession due to unpaid rent; to recover unpaid rent and /or utilities; for compensation for damage to the unit; for compensation for damage or loss under the Act; to keep all or part of the security deposit or pet deposit; and to recover the cost of the filing fee.

The Tenant filed an Application to cancel a notice to end tenancy for cause, and to cancel a notice to end tenancy for unpaid rent. The Tenant also requests that the Landlord provide services or facilities required by law, and to recover the cost of the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to an order of possession for unpaid rent?
- Is the Landlord entitled to an order of possession for cause?
- Is the Landlord entitled to the monetary relief sought for unpaid rent?
- Is the Landlord entitled to monetary relief for damage to the unit?

- Is the Landlord entitled to recover the cost of the filing fee?
- Has the Landlord restricted services or facilities required by law?
- Is the Tenant entitled to recover the filing fee?

### Background and Evidence

The Parties testified that the tenancy began on December 13, 2013, as a month to month tenancy. Rent in the amount of \$765.00 is due on the first day of the month. The Tenant paid the Landlord a security deposit of \$367.50.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will continue.
2. The Tenant agrees to pay the rent for December 2016, and January 2017, in full by 12:00 pm on January 10, 2017.
3. If the Tenant fails to pay the rent by 12:00 pm on January 10, 2017, the Landlord may enforce an order of possession effective two (2) days after service on the Tenant.
4. The Landlord withdraws her Application in full as part of this mutually settled agreement.
5. The Tenant agrees to withdraw his Application as part of this mutually settled agreement.
6. The Parties agree to waive their requests to recover the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted a conditional order of possession effective two (2) days after service on the Tenant, if the Tenant fails to pay the rent according to the

settlement agreement. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 09, 2017

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Residential Tenancy Branch