



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), for a Monetary Order for unpaid rent and for an Order of Possession pursuant to a Two Month Notice to End Tenancy for Landlord’s use of Property (the “Two Month Notice”).

The hearing was convened by telephone conference call and was attended by the Landlord and the Tenant. All parties provided affirmed testimony.

During the hearing it was identified that the second respondent listed on the Application, A.A., does not reside in the subject rental unit. The Tenant confirmed that A.A. does not live with them in the rental unit and the Landlord testified that the addition of this party to the Application was an administrative error. As a result, the Applicant requested that the Application be amended to remove A.A. as a party to these proceedings. As all parties present agreed that A.A. does not reside in the subject rental unit the Application was amended to remove A.A.

At the request of the Landlord, copies of the Decision and Orders will be e-mailed to them at the address provided in the hearing. At the request of the Tenant, a copy of the Decision will be mailed to them at the dispute address.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on numerous occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed of their own free will to settle this matter as follows:

1. The parties agree that the Tenant owes \$592.00 to the Landlord for November 2017 rent, which they agree to pay by 11:59 P.M. on December 1, 2017.
2. The parties agree that if the Tenant complies with the above noted payment arrangement, the tenancy will continue until 1:00 pm on December 22, 2017, at which time the Tenant agrees to vacate the rental property.
3. The parties agree that if the tenancy continues in accordance with the above noted sections of this agreement, the Tenant will owe \$420.12 in rent for the period of December 1, 2017 - December 22, 2017, which the Tenant agrees to pay by 11:59 P.M. on December 1, 2017.
4. The Tenant understands that if they do not move out as required on December 22, 2017, the Landlord may seek compensation through the Residential Tenancy Branch (the "Branch") for over holding the rental unit.
5. The parties agree that at the end of the tenancy the security deposit paid by the Tenant will be dealt with in accordance with the *Act*. Specifically, the parties agree that unless otherwise agreed to in writing by both the Tenant and Landlord, within 15 days of the either the date the Tenant provides the Landlord with their forwarding address in writing, or the date the Tenant vacates the rental unit, whichever is later, the Landlord will return, in full, the security deposit paid by the Tenant or file a claim with the Branch seeking to keep all or part of the security deposit. The Landlord understands that failure to do so will constitute cause for the Tenant to file a claim with the Branch seeking the return of double their security deposit and recovery of the filing fee, if it has been paid, pursuant to the *Act*.
6. The Landlord agrees to withdraw their Application in full as part of this settlement agreement.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at **1:00 pm on December 22, 2017**. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a conditional Monetary Order in the amount of **\$1,012.12**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out in the mutual settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced 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 5, 2017

Residential Tenancy Branch