



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, OPR, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on July 25, 2019, in which the Landlord requested an Order of Possession and monetary compensation based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on July 3, 2019 (the "Notice"), authority to retain the Tenant's security deposit and recovery of the filing fee. By amendment filed on September 11, 2019 the Landlord indicated the monetary claim was for \$4,015.26.

The hearing was scheduled for teleconference at 9:30 a.m. on September 24, 2019. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved some of the matters raised in the Landlord's Application for Dispute Resolution by mutual agreement. The terms of their agreement is recorded in this my Decision and Order 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 parties confirmed at the end of the hearing that this agreement was made on a voluntary basis. The terms of their settlement follow.

Settlement and Conclusion

1. The Landlord is granted an Order of Possession effective **6:00 p.m. on September 30, 2019**. The Landlord must serve the Order on the Tenant by posting to the rental unit. This Order may be filed and enforced in the B.C. Supreme Court.
2. As the Tenant is prohibited from attending the rental unit pursuant to a no contact order, the Tenant shall not attend the rental unit except as provided for in his Undertaking given to a Peace Officer and this Decision. The parties agree that the Tenant shall have access to the rental unit on September 30, 2019, from 9:00 a.m. to 6:00 p.m. for the purposes of retrieving his personal items, cleaning and repairing (as needed) the rental unit. The Tenant shall attend the rental unit with his mother, M.D. and his brothers, J.A. and D.A. for this purpose, and the police, if necessary.
3. The Landlord shall not be present at the rental building between 9:00 a.m. and 6:00 p.m. on September 30, 2019.
4. The Tenant and his brothers shall leave the rental unit by no later than 6:00 p.m. on September 30, 2019. The Landlord and the Tenant's mother will meet at the rental unit at 6:01 p.m. and participate in the move out condition inspection. The Tenant's mother shall return all keys to the Landlord at the end of the inspection.

The Landlords' monetary claim is dismissed with leave to reapply.

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: September 24, 2019

Residential Tenancy Branch