



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OPR, OPC, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by both the landlord and tenants. The landlord applied for: an Order of Possession for cause and unpaid rent or utilities; a Monetary Order for unpaid rent; to keep all or part of the pet damage or security deposit; for money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the *Act*) and to recover the filing fee for the cost of this application. The tenants applied to cancel the notice to end tenancy for cause and unpaid rent or utilities.

The landlord appeared for the first part of the hearing and was represented by an agent for the remainder of the hearing as per the landlord's written instructions provided in advance of the hearing. Both tenants named on the tenants' application appeared for the hearing and no issues in relation to the service of the hearing documents and evidence under the *Act* were raised by any of the parties.

During the start of the hearing I explained to the parties that I would only be dealing with the notices to end tenancy for cause and unpaid rent and the landlord's application for a Monetary Order for unpaid rent. As a result, I dismiss the landlord's application to keep all or part of the security deposit and for money owed or compensation for loss under the *Act* **with** leave to re-apply.

Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their disputes.

Both parties agreed to settle their respective disputes under the following terms:

1. The landlord and tenants agreed that the tenancy will end at 1:00 p.m. on November 30, 2013 and the tenant will vacate on this date. The tenants were agreeable to the landlord being issued with an Order of Possession effective for 1:00 p.m. on November 30, 2013 which the landlord can serve onto the tenants **if** the tenants fail to vacate on this date and time.
2. The tenants agreed to pay the landlord the outstanding amount of rent in the amount of \$700.00. The tenants agreed to the landlord being issued with a Monetary Order which the landlord can enforce **if** the tenants fail to pay this amount in accordance with the landlord instructions on service upon the tenants of the Monetary Order.

The landlord and tenants are cautioned that the rights and obligations for the return of the security deposit at the end of the tenancy are still in effect.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **November 30, 2013 at 1:00 p.m.** I also grant the landlord a Monetary Order in the amount of **\$700.00**.

These orders are final and binding on the parties and may be enforced.

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 14, 2013

Residential Tenancy Branch

