



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, RP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the Tenant to cancel a notice to end tenancy for unpaid rent or utilities (the “Notice”) and for the Landlord to make emergency and regular repairs to the rental suite for health and safety reasons.

The Landlord and Tenant appeared for the hearing and no issues in relation to the service of the hearing documents under the *Residential Tenancy Act* (the “Act”) were raised by any of the parties.

The Landlord did not submit any documentary evidence prior to the hearing but the Tenant did provide documentary and photographic evidence; however, neither of these had been served to the Landlord as required by the Rules of Procedure which are also documented on Residential Tenancy Branch Fact Sheet 114, which was provided to the applicant when the application was made. As a result, I did not consider the documentary and photographic evidence provided by the Tenant for this hearing.

At the start of the hearing the Landlord verbally requested an Order of Possession pursuant to Section 55(1) (a) of the Act. However, at the conclusion of the dispute, both parties indicated that they were willing to work together to end the tenancy in mutual fashion.

Analysis

Pursuant to section 63 of the 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 the dispute.

Both parties agreed to settle the Tenant's application in full under the following terms:

The Landlord and Tenant agreed to end the tenancy on March 31, 2014. As a result, the Landlord is issued with an Order of Possession which is **only** effective for 1:00 p.m. on March 31, 2014 which the Landlord can serve onto the Tenant **if** the Tenant fails to move out on this date and time.

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

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the Landlord effective **March 31, 2014 at 1:00 p.m.**

As the tenancy will be soon ending, the remainder of the Tenant's application is now moot and as a result, I dismiss these portions of the Tenant's application without leave to re-apply.

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: March 13, 2014

Residential Tenancy Branch

