



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN THE PARTIES

Dispute Codes

For the tenant – CNR, MNDC, FF, O

For the landlord – OPR, OPC, OPL, OPB, MNR, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied cancel a 10 Day Notice to End Tenancy for unpaid rent; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application. The landlord applied for an Order of Possession for unpaid rent or utilities; An Order of Possession for cause; an Order of Possession for landlord's use of the property; an Order of Possession because the tenant breached an agreement with the landlord, A Monetary Order for unpaid rent or utilities; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Through the course of the hearing the landlord and tenant came to an agreement in settlement of each party's respective claims.

The parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agreed that the tenant may vacate the rental unit and give vacant possession to the landlord on or before January 15, 2014. If the tenant vacate the rental unit prior to this date the tenant will verbally inform the landlord of an earlier possession date and is not required to provide written notice.
- The landlord agrees to compensate the tenant the amount of \$50.00 an hour for 52 hours work completed by the tenant on the unit to a total amount of \$2,600.00. This compensation will be deducted from rent owed by the tenant for October, November and December, 2014;
- The tenant agreed to pay the landlord the amount of \$4,400.00 by December 31, 2014 for the balance of rent due after the compensation has been deducted for October, November, and December and for the first 15 days in January. If the tenant vacates the rental unit by December 31, 2014 the tenant is not required to pay \$1,000.00 for rent for January, 2015 and the landlord's monetary award will be adjusted to \$3,400.00.
- The tenant agreed to leave the rental unit in a reasonable condition as per the photographs representing the condition of the rental unit taken on October 25, 2014.
- The tenant agreed to remove the lock and chain from the front gate immediately upon receiving this agreement.
- The tenant agrees to communicate with the real estate agents as per arrangements to view the unit and agreed the landlord does not have to provide 24 written notice.

- The parties agreed that the landlord will be issued with an Order of Possession effective on January 15, 2015. This Order will be served upon the tenant in the event the tenant does not vacate the rental unit on this date. If the tenant does vacate on or before this date the Order of Possession will be considered null in void.
- The parties agreed the landlord will be issued with a Monetary Order for \$4,400.00. This Order will be served upon the tenant if the tenant fails to comply with this agreement by paying the outstanding rent on December 31, 2014. If the tenant vacates on December 31, 2014 the Monetary Order must be adjusted accordingly to \$3,400.00. If the tenant does pay the rent this Monetary Order will be considered null in void.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the each party's respective claims.

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 09, 2014

Residential Tenancy Branch

