



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, OLC, LRE, O

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order to compel the Landlord to comply with the Act, regulation or tenancy agreement - Section 62;
2. An Order for money owed or compensation for damages – Section 67;
3. An Order suspending or setting conditions on the landlord's right to enter the unit – Section 70;
4. Other.

Both parties attended the conference call hearing. At the outset, both parties indicated their desire to end the tenancy.

Background and Evidence

The tenancy began on November 16, 2010. Rent in the amount of \$1,400.00 is payable in advance on the 3rd day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$700.00 and a pet deposit in the amount of \$200.00. No move-in condition report was completed by the Landlord at the time the tenancy started. A dispute between the parties started in the beginning of March 2011 resulting in the Tenant making the above application. At the Hearing the Tenant expressed her wish to end the tenancy on or before April 3, 2011. The Landlord also expressed her wish for the tenancy to end as soon as possible. In consideration

for reaching an agreement to end the tenancy, the Tenant does not wish to pursue the above claims.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision.

The Parties mutually agree as follows:

- 1. The tenancy will end no later than 10:00 a.m. April 3, 2011;**
- 2. No rent will be payable for the month of April 2011;**
- 3. The Tenant will replace the lower lock on the front door to its original lock condition;**
- 4. The Tenant will leave the unit at the end of the tenancy in a clean and undamaged condition;**
- 5. The Tenant will return the keys to the Landlord at 123 Avenue, City at 10:00 a.m. April 3, 2011 through a person known to both parties as Mr. J.**
- 6. The Landlord will return the security and pet deposit in cash and in the amount of \$900.00 to the Tenant at 10:00 a.m. April 3, 2011 through Mr. J. and the Tenant will ensure that Mr. J. will provide the Landlord with a receipt for that amount;**
- 7. Both parties agree to have no further contact with each other or their representatives.**
- 8. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The application is set aside and the tenancy will end as set out on the above mutually agreed upon terms.

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 30, 2011.

Residential Tenancy Branch