

DECISION

Dispute Codes OPR, MNR, MNSD, FF

This matter proceeded by way of a conference call hearing, pursuant to the *Residential Tenancy Act* (the "Act"), and dealt with the Landlord's Application for Dispute Resolution. The Landlord's Application requested an order of possession, a monetary order for unpaid rent and the filing fee, and an order to keep the security deposit and pet damage deposit.

During the course of the hearing, the parties reached an agreement to settle the issues raised in the Landlord's Application. Pursuant to section 63 of the Act, I record the agreement as follows:

1. The tenancy will end at 1:00 P.M. December 31, 2011. The Tenant agrees to vacate the rental unit, no later than 1:00 P.M. on December 31, 2011.
2. The Landlord is entitled to an order of possession on the rental unit, effective 1:00 P.M. December 31, 2011.
3. The parties agree that the Landlord can keep the security deposit and pet damage deposit which total \$3,200.00 in full satisfaction of the rent owed for the month of December 2011.
4. The parties agree that the Tenant will pay a \$1,635.00 rent to the Landlord on or before January 03, 2012, to compensate the Landlord for the loss of rent for the month of January 2012, as this is a tenancy agreement which is ending early.
5. The Landlord is entitled to a monetary order for \$1,635.00 which the Landlord may serve on the Tenant and enforce in the Provincial (Small Claims) Court if the Tenant fails to pay the monetary amounts as agreed upon above.
6. The parties agree that the Landlord reserves the right to file a claim for compensation for damages and losses to the rental unit should the Tenant fail to return it to a suitable condition in accordance with the Act, regulation, and tenancy agreement.
7. The parties agree that they will perform a move out inspection report and should there be costs for damages and cleaning related to the rental unit, that the Landlord reserves the right to make a claim for these amounts.

The parties stated that they will resolve their other issues such as performing the move out inspection on their own terms after the hearing. I cautioned the parties that they cannot avoid or contract out of the provisions of the Act.

I grant the Landlord an order of possession, effective **1:00 P.M. December 31, 2011**. If the Landlord serves the order of possession on the Tenant and the Tenant fails to

comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order the Landlord to keep the security deposit and pet deposit totalling \$3200.00 in full satisfaction of the rent owed for December 2011. I grant the Landlord a monetary order for **\$1,635.00** to compensate the Landlord for rental income lost for the month of January 2012. The Landlord has agreed to issue a receipt for any payments received towards the \$1,635.00 owing. The receipts shall be taken into account against the monetary order. If the Landlord serves the monetary order on the Tenant and the Tenant fails to comply with the order, the order may be filed in the Provincial (Small Claims) Court.

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 08, 2011.

Residential Tenancy Branch