



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*OPC, OPB, MNSD, MND, CNC, FF*

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for damage to a window and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for an order to set aside the notice to end tenancy and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the tenant responsible for the damage to the window pane?

### **Background and Evidence**

The tenancy started on September 07, 2011. The rent is \$880.00 and prior to moving in; the tenant paid a security deposit of \$440.00. Issues regarding the reason for the notice to end tenancy and the damage to the window pane were discussed at length.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on January 31, 2013**. An order of possession will be issued to the landlord effective this date.
- The tenant agreed to allow the landlord to retain the security deposit of **\$440.00** in full settlement of his claim against the tenant for the damage to the window pane.
- The tenant agreed to allow the landlord to show the rental unit to prospective tenants with 24 hours notice.
- The landlord agreed to give at least 24 hours notice prior to entering the unit
- The tenant understood that the landlord has a legal right to pursue damages if the rental unit is left in a condition that requires cleaning and/or repairs
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.

### **Conclusion**

Pursuant to section 55(2) I am issuing the landlord, a formal order of possession effective on or before **1:00 p. m. on January 31, 2013**. The Order may be filed in the Supreme Court for enforcement.

The landlord may retain the security deposit of \$440.00.

As this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their own applications

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 04, 2012.

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Residential Tenancy Branch