



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1811 ADANAC ST. LTD. and GATEWAY PROPERTY MANAGEMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord's Application: OPC, MND, MNSD, MNDC, FF
Tenant's Application: CNC

Introduction

This hearing was scheduled to deal with cross applications. The tenant had applied to cancel a 1 Month Notice to End Tenancy for Cause. The landlord had applied for an Order of Possession for cause; a Monetary Order for damage to the unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's security deposit and pet damage deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The hearing was adjourned to permit the landlord an opportunity to obtain estimates with respect to anticipated costs to repair the unit and to give the parties an opportunity to settle their dispute. The parties were given authorization to submit further evidence with respect to the estimated cost to repair.

At the reconvened hearing both parties appeared or were represented. I determined the parties had not reached a settlement agreement during the period of adjournment although the landlord had made a proposal for settlement to the tenant. Since the parties had not settled their dispute themselves, both parties were provided the opportunity to make further submissions and to respond to the submissions of the other party. After hearing from the parties further, I was able to facilitate a settlement agreement.

By way of this decision and the orders that accompany it, I have recorded the settlement agreement reached by the parties during the hearing.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

During the hearing the parties mutually agreed to end the tenancy and settle the landlord's claims against the tenant for damage to the rental unit, as follows:

1. The tenant authorizes the landlord to retain his pet damage deposit, plus interest, and shall pay to the landlord \$836.67 by Money Order no later than May 16, 2014.
2. The tenant shall pay the monthly rent of \$1,139.00 when due on June 1, 2014.
3. The tenant shall be provided use and occupancy of the rental unit until noon on June 26, 2014 at which time he will return vacant possession of the rental unit to the landlord. The tenant may return possession of the rental unit to the landlord sooner than this date and time by giving the landlord prior notification of such.
4. At the end of the tenancy, the tenant will leave the rental unit reasonably clean, as required under the Act.
5. Both parties remain obligated to fulfill their obligations with respect to the move-out inspection, as required under the Act.
6. The security deposit and interest remain in trust, to be administered in accordance with the Act.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the settlement agreement, I authorize the landlord to retain the tenant's pet damage deposit and interest. I also provide the landlord with the following Orders to serve and enforce as necessary:

- a) An Order of Possession effective at noon on June 26, 2014.
- b) A Monetary Order in the amount of \$836.67 that may be served and enforced if the tenant does not pay this amount on or before May 16, 2014.

- c) A Monetary Order in the amount of \$1,139.00 that may be served and enforced if the tenant does not pay this amount on or before June 1, 2014.

Conclusion

The parties resolved their disputes by way of a settlement agreement that I have recorded by way of this decision and the Orders that accompany it.

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: May 13, 2014

Residential Tenancy Branch

