



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

For the tenant – CNR, MNR, O

For the landlord – OPR, FF, O

### Introduction

This matter dealt with an application by both parties for Dispute Resolution. The landlord sought an Order of Possession for unpaid rent and the tenant sought to cancel the Notice to End Tenancy and for a Monetary Order to recover the cost of emergency repairs.

Through the course of the hearing I assisted the tenant and the landlord's representative in reaching a mutual 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 tenancy will end on or before January 31, 2015 and the tenant and any other occupants will vacate the rental unit;

- The landlord's representative agreed that if the tenant vacates the rental unit prior to January 31, 2015 the landlord will reimburse the tenant the rent paid for the extra days in January that the tenant no longer resides in the rental unit. The landlord's representative agreed rent will be returned to the tenant at an amount of \$29.03 per day;
- The tenant agreed to leave the rental unit reasonably clean and to repair any damage caused by the tenant during the tenancy that is beyond normal wear and tear; in accordance with s.3 2 of the *Residential Tenancy Act*;
- The landlord's representative agreed to reimburse the tenant the amount of \$803.25 for the cost of emergency plumbing repairs paid for by the tenant;
- The tenant agreed that the boat, trailer and any related equipment belonging to the tenant are removed and vacated on or before the date the tenancy ends;
- The tenant agreed that the keys for fasteners and locks on the property and to the home on the premises will be returned to the landlord or the landlord's representative on the last date of the tenancy;
- The tenant agreed that all possessions and property belonging to the landlord, her family or any other individuals related to her, are left on the premises;
- The parties agreed that the tenant will remove a fridge and a washer/dryer from the basement which belong to the tenant;
- The tenant agreed to leave the upstairs fridge and dishwasher for the landlords use at the end of the tenancy;

- The landlord's representative agreed that two chairs in the landlord's home will be returned to the tenant at the end of the tenancy;
- The parties agreed that ownership of the washer/ dryer that are located in the landlord's home will be determined after this hearing upon sufficient prove of ownership being provided to the landlord's representative;
- The parties agreed that this agreement is in full, final and binding settlement of each party's claims and no further claims will be sought in respect of this tenancy if the parties adhere to this agreement.

### 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 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 08, 2014

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Residential Tenancy Branch

