



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC (Landlords' Application)
CNC, LAT, MNDC, RR, FF (Tenant's Application)

Introduction

This hearing dealt with cross applications. In the Landlords' Application for Dispute Resolution they sought an Order of Possession based on cause. The Tenant sought to set aside the Notice, to change the locks on the rental unit, an order that the Landlord make repairs and a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to recover the filing fee.

Both parties appeared at the hearing. On the second day of the hearing, the Landlords were represented by counsel. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

At the commencement of the second day of hearing, counsel for the Landlords advised that the parties reached a comprehensive settlement. The Tenant confirmed such an agreement had been reached. Pursuant to section 63 of the Act I record the parties settlement in this my decision and resulting Order.

The terms are as follows:

1. Unless an earlier date is otherwise agreed to by the parties, the Tenant will vacate the rental unit by 3:00 p.m. on January 31, 2015; the Landlord shall be entitled to an Order of Possession effective on that date. The Tenant will inform the Landlord when he has vacated the rental unit.
2. At the end of the tenancy, as noted in paragraph 1, the Tenant will return the following items to the Landlord:
 - a. the heat pump controller;

- b. the keys to the rental unit; and
 - c. all included items as noted on the incoming Condition Inspection Report, save and except for the mailbox keys.
3. At the end of the tenancy, as noted in paragraph 1 above, the parties will perform a move out Condition Inspection Report and deal with the Tenant's security deposit in accordance with the *Residential Tenancy Act*.
 4. The Tenant agrees that the Landlord shall be entitled to deduct from the security deposit, the cost to rekey the mailbox, and/or obtain a duplicate set of mailbox keys.
 5. The Tenant will allow the Landlord access to the rental unit to permit showings to prospective tenants and will ensure that the unit is clean and presentable for such showings. Unless otherwise agreed to by the parties by text message, the Landlord will provide the Tenant a minimum of 24 hours-notice of any potential showings, such notice to be posted to the Tenant's door.
 6. Within 24 hours of the end of the tenancy, the Landlords will pay to the Tenant the sum of \$900.00, payable by cheque, as full and final satisfaction of any claim he may have against the Landlords in respect of the tenancy. The Tenant shall retrieve this cheque from the Landlords' legal counsel's office during regular business hours.
 7. The Landlord is at liberty to apply for further monetary relief pursuant to section 67 of the Act in relation to the condition of the rental unit at the end of the tenancy, should the security deposit be insufficient to compensate the Landlord for any damage or loss.

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: January 09, 2015

Residential Tenancy Branch

