



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes: MNDC MNR FF

Introduction

This hearing was convened in response to an application by the tenant pursuant to the *Residential Tenancy Act* (the Act). Both parties attended the hearing and provided their testimony and fully participated in the hearing.

During the course of the hearing the parties discussed this dispute, as well as other matters of the tenancy, and each testified and confirmed that they agree to settle the issues of this matter in dispute as well as ancillary or other issues of this tenancy currently in dispute, to the full satisfaction of both parties for all time; and, that I record their settlement agreement as per Section 63 of the Residential Tenancy Act, as follows:

1. The tenant and landlord agree that the landlord will compensate the tenant in the amount of **\$175.00**.
2. The tenant and landlord agree that **this tenancy will end August 31, 2015** in accordance with the landlord's Notice to End, and
3. The parties agree the landlord will receive an **Order of Possession** effective **August 31, 2015**, and
4. With acknowledgement of the landlord, the tenant is hereby **cancelling** their application disputing the landlord's Notice to End set for Hearing on **September 16, 2015 at 11:00 a.m.** – as indicated on the *style of cause page*.
5. The tenant and landlord agree that at the end of this tenancy **the tenant is not neither responsible nor obligated** to return the walls of the rental unit to their original colour, nor to repaint the walls, nor compensate the landlord for painting the walls - in consideration the landlord intends to repaint the rental unit.

6. The tenant and landlord agree that at the end of this tenancy **the tenant is neither responsible nor obligated** to clean, or otherwise give consideration to, the carpeting of the rental unit, nor compensate the landlord for carpeting - in consideration the landlord intends to replace the carpeting of the rental unit.
7. The parties acknowledge that the balance of matters respecting the condition of the rental unit and any deposits of the tenancy will be administered at the end of the tenancy in accordance with the Act.

So as to perfect this settlement agreement:

I grant the landlord an **Order of Possession, effective August 31, 2015 at 1:00 p.m.** The tenant must be served with this Order. 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 grant the tenant a **Monetary Order** under Section 67 of the Act for the agreed amount owed the tenant of **\$175.00**. The tenant can choose to collect on the Monetary Order through reducing this amount from a future rent payment, or by simple transaction, or, if necessary, through the filing of this Order in the Small Claims Court and enforced as an Order of that Court.

As the parties mutually resolved their dispute I make no award respecting the filing fee.

This Decision and Settlement Agreement is final and binding on both parties.

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: July 29, 2015

Residential Tenancy Branch

