



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB, MNSD, MNDC, FF, O

### Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for breach of an agreement pursuant to section 55;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72; and
- an "other" remedy.

The tenant and the landlord both appeared. The tenant was in possession of the landlord's evidence.

In the course of the hearing the parties were able to reach an agreement in respect of the end of this tenancy. The parties elected to record this agreement as a decision of the Residential Tenancy Branch.

### Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw her application
2. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 30 January 2016.
3. The tenant agreed to provide all keys and access devices to the landlord at the end of the tenancy.
4. The parties agreed that a condition inspection would occur at 1330 on 30 January 2016.
5. The parties agreed that the landlord would provide professional carpet cleaning and professional cleaning at the end of the tenancy.
6. The landlord agreed to provide receipts for professional carpet cleaning and professional cleaning to the tenant. The receipts must include the rental unit address, the nature of the service provided and the total cost of the service.
7. The tenant agreed that, after provision of the above-noted receipts, the landlord could withhold from the tenant's security deposit the lesser of the amount of the receipts and \$200.00 in respect of carpet cleaning and \$200.00 in respect of professional cleaning.

Each party stated that she understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

### Conclusion

The landlord's application is withdrawn.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to

comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 21, 2016

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Residential Tenancy Branch

