



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, OPC, OPB, MNSD, MNDC, OLC, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to Section 55, for the recovery of the filing fee and to retain the security and pet deposits. The tenant applied to cancel the notice to end tenancy, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Does the landlord have grounds to end this tenancy?

Background and Evidence

The tenancy began in September 2016. The monthly rent is \$875.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$335.00 and a pet deposit of \$50.00. On February 15, 2017, the landlord served the tenant with a one-month notice to end tenancy for cause.

During the hearing, the parties informed me that prior to this hearing, they had already engaged in a conversation and turned their minds to compromise to achieve a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to move out by 1:00p.m. on April 01, 2017. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on April 01, 2017. An order of possession will be granted to the landlord effective this date.
2. The tenant agreed to allow the landlord to retain both deposits totaling \$385.00.
3. The tenant agreed to return three keys to the landlord at the end of tenancy.
4. The parties agreed to carry out a move out inspection on April 01, 2017 at 1:00 p.m. The tenant agreed to leave the rental unit in a condition that it can be re-rented for April 2017.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above, I grant the landlord an order of possession effective by 1:00 p.m. on April 01, 2017. Should the tenant fail 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their application

Conclusion

I grant the landlord an order of possession effective by **1:00p.m. on April 01, 2017.**

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: March 29, 2017

Residential Tenancy Branch