



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYCE HOMES (FLEETWOOD) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an early end to this tenancy and an Order of Possession pursuant to section 56 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant acknowledged receipt of the landlord's Application for Dispute Resolution.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

The parties agreed that this tenancy began on December 1, 2016. At that time, a written tenancy agreement was signed indicating a monthly rental amount of \$1800.00. The parties agreed that the tenant paid a \$900.00 security deposit at the outset of the tenancy. The parties also agreed that the tenant has allowed other occupants to reside in the rental unit while he lives elsewhere.

The landlord applied pursuant to section 56 of the Act for an order specifying an earlier date for the end of a tenancy than would be the case had the landlord relied on a one month notice to end a tenancy for cause. I am not required to make a determination of this application as the parties have reached an agreement with respect to this tenancy. The landlord provided documentary evidence that the property has been severely damaged by the current occupants. The landlord submitted evidence from the municipal

government in his area demanding the removal of the occupants and the clean-up of the property as well as the imposition of a fine against the landlord.

The tenant agreed with the landlord that all current occupants should vacate the rental unit and that the landlord should be entitled to an Order of Possession. He also agreed that the landlord should be entitled to retain the tenant's \$900.00 security deposit. The tenant gave sworn testimony that he would attempt to repair the interior damage in the rental property and assist in clean-up of the outside of the property to reduce the costs that the landlord will incur in fines and repairs.

Analysis

Pursuant to section 63 of the *Act*, the 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The landlord will retain the tenant's \$900.00 security deposit.
2. The tenant agrees to vacate the rental unit on or before July 10, 2017 at one in the afternoon.
 - a. The tenant agrees to ensure that all the current occupants of the residence will vacate the rental unit on or before July 10, 2017 at one in the afternoon.
3. The parties agree that the landlord may seek further monetary compensation for the cost of damage and repairs after the end of the tenancy.*
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

**While the parties agreed that the landlord may seek further monetary compensation for the cost of damage and repairs after the end of the tenancy, compensation would only be awarded to costs above and beyond the tenant's \$900.00 security deposit retained for this purpose.*

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties and pursuant to section 72, I allow the landlord to retain the tenant's \$900.00 security deposit towards the cost of repairs and clean-up at the residential rental property.

To give further effect to the settlement reached between the parties, I find that the landlord is entitled to an Order for Possession effective July 10, 2017. Should the tenant(s) and occupant(s) 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 28, 2017

Residential Tenancy Branch