



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF MNR MNSD O OPR AAT CNR RPP

### Introduction

This hearing dealt with applications from both the landlord and the estate of the tenant pursuant to the *Residential Tenancy Act* (the *Act*).

The tenant's estate was represented by its counsel, R.R., the landlord was represented by property manager A.U. J.S., also appeared at the hearing as counsel for person L.P. who had a potential court matter concerning the parties. All parties were given a full opportunity to be heard, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed receipt of the each other's application for dispute resolution hearing package ("Application") and evidentiary packages. In accordance with sections 88 & 89 of the *Act*, I find that the landlord and the tenant's estate were duly served with copies of the each other's applications and evidence.

### 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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Counsel for the tenant's estate agreed to have all items removed from the rental unit by 4:00 P.M. on August 6, 2017.
2. The landlord agreed to accept \$2,144.00 in satisfaction for all outstanding money related to the tenancy.

3. Counsel for the tenant's estate and the landlord agreed that N.A. would meet with the building manager on August 6, 2017 to perform a condition inspection of the rental unit. The security deposit will continue to be held by the landlord until it is dealt with in accordance with the *Act*.
4. Counsel for the tenant's estate agreed to arrange with N.A. to have the carpets of the rental unit professionally cleaned.
5. The landlord agreed that the 10 Day Notice dated June 2, 2017 is cancelled and of no force or effect.
6. Both parties shall cover the cost of their own filing fees.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties said that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

I make a Monetary Order of \$2,144.00 in favour of the landlord. The landlord is provided with a formal Order in the above terms. Should the tenant's estate fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

The tenant's estate are Ordered to return the rental unit to the landlord in a clean and tidy manner with the carpets professionally cleaned by 4:00 P.M. on August 6, 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: August 1, 2017

---

Residential Tenancy Branch