



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOLLD REAL ESTATE MANAGEMENT and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      CNR FFT OLC

### Introduction

This is an application by the tenant pursuant to the Residential Tenancy Act (the “Act”) for cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent, an order for the landlord to comply with the Act, and a request for reimbursement of the filing fee.

The tenant appeared on her own behalf and LC appeared at the hearing as a representative of the landlord.

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

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

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:**

- The tenant shall immediately vacate the rental unit and deliver the keys to the rental unit at 6:00 p.m. on February 07, 2019.
- The parties will complete the condition inspection report at 6:00 p.m. on February 07, 2019.
- The landlord shall retain the entire security deposit of \$1,000.00 regardless of the condition of the rental unit.
- The landlord shall waive any and all claims for unpaid rent or any other monetary claims against the tenant except for any claims relating to damage to the rental unit.
- The tenant waives her right to the return of the security deposit and she waives any potential monetary claims against the landlord.

- The landlord reserves the right to file an application for dispute resolution for damage to the rental unit.
- The landlord is granted an Order of Possession effective two days after service on the tenant.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties also testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application is resolved pursuant to the above agreed terms.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect two days after service on the tenant. The landlord is provided with this Order in the above terms and the tenant must be served with this Order. If the tenant fails to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Further to the settlement reached by the parties, I dismiss all claims by both parties in this application without leave to reapply.

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: February 08, 2019

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Residential Tenancy Branch