



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, LRE, OLC, MNSD, MNDC, OPC, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on March 15, 2019, with amendments made March 21 and April 9, 2019, for:

1. An Order cancelling a notice to end tenancy - Sections 46 and 47;
2. An Order restricting or setting conditions on Landlord's right of access - Section 70;
3. An Order for the Landlord to comply - Section 62;
4. A Monetary Order for compensation or loss - Section 67;
5. An Order for the return of the security deposit - Section 38; and
6. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on April 12, 2019 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matters

The Tenant's application and amendments to the application make claims in relation to the Landlord's access, the Landlord's compliance, compensation and return of the

security deposit. Rule 2.3 of the Residential Tenancy Branch (the “RTB”) Rules of Procedure provides that claims made in an application must be related to each other and unrelated claims may be dismissed with or without leave to reapply. As the Tenants’ claims for orders in relation to access, compliance, and compensation are not related to the matter of whether the tenancy will end and as the order for return of the security deposit is a claim that can only be made after the end of a tenancy and is not related to the end of a tenancy, I dismiss these claims with leave to reapply.

During the Hearing the Parties reached a settlement agreement on the Tenants’ claim to cancel the notices to end tenancy and the filing fee and on the Landlord’s claim for an order of possession, unpaid rents and the filing fee. The Parties confirmed at the end of the hearing that the settlement agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of the matters.

Agreed Facts

The tenancy under written agreement started in December 2015. Current rent of \$2,100.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,050.00 as a security deposit. The Landlord holds a disputed amount of a pet deposit.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end at 1:00 p.m. on May 1, 2019 and the Tenants will move out of the unit and return the keys to the unit no later than 1:00 p.m. on May 1, 2019;**
- 2. The Landlord withdraws its rent claims against the Tenants and will not in the future make any unpaid rent claims against the Tenants to and including May 1, 2019;**

3. The Landlord waives its right to the Tenant leaving the unit reasonably clean at the end of the tenancy and agrees to assume the end of the tenancy cleaning itself;
4. The Landlord does not waive its right to the Tenants leaving the unit without damages beyond reasonable wear and tear;
5. Neither Party has any claim to recovery of its filing fees paid for their respective applications; and
6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded in this Decision above. In order to give effect to the agreement on the end of the tenancy I grant the Landlord an order of possession effective 1:00 p.m. on May 1, 2019.

Conclusion

The Parties have settled the dispute. **I grant** an Order of Possession to the Landlord effective 1:00 p.m. on May 1, 2019. The Tenants must be served with this **Order of Possession**. 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.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: April 29, 2019

Residential Tenancy Branch