



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal LePage Merritt Real Estate  
Services and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFL

### Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession based on a 1 Month Notice to End tenancy for Cause dated July 24, 2019. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

After both parties had an opportunity to be heard, the parties turned their minds to resolving this matter by way of a mutual agreement. A mutual agreement was reached during the hearing and I have recoded the agreement by way of this decision and the order that accompanies it.

The landlord reversed the tenant's first and last name in completing the Application for Dispute Resolution and I have amended the style of cause to reflect the tenant's name in the correct order, as I verifying with the tenancy agreement and 1 Month Notice.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

The parties mutually agreed upon the following terms during the hearing:

1. The tenant may continue to occupy the rental unit until no later than December 31, 2019. The tenant shall ensure she returns vacant possession of the rental unit to the landlord no later than December 31, 2019. The landlord is provided

an Order of Possession with an effective date of December 31, 2019 to serve and enforce upon the tenant.

2. The landlord recognizes that rent for December 2019 has been paid.
3. The tenant is considered to be on notice that the City may be removing any garbage or debris, as it may be entitled to do under City by-laws, that remain in the yard of the residential property as of November 30, 2019 and that such costs may be attributable to the tenant.
4. In the event the City attempts or seeks to remove possessions from the inside of the rental unit before December 31, 2019 the tenant shall undertake to contact the landlord immediately and the landlord shall respond as appropriate to protect the tenant's right to quiet enjoyment of the rental unit until December 31, 2019.
5. The tenant authorizes the landlord to retain her \$325.00 as partial satisfaction of the clean up costs of the property that have or will be incurred by the landlord.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on December 31, 2019 to serve and enforce.

For greater certainty, the landlord is duly authorized the tenant's security deposit and it is no longer refundable to the tenant. The tenant's security deposit shall be used to offset, at least in part, any cleanup costs incurred to remove garbage or other debris from the property during the tenancy and/or after the tenancy ends that have been/are incurred by the landlord as a result of the actions or neglect of the tenant or persons she permitted on the property.

Conclusion

The parties reached a mutual agreement that I have recorded by way of this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on December 31, 2019. The landlord is also authorized to retain the tenant's security deposit.

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: November 29, 2019

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Residential Tenancy Branch