



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenant: CNC CNR OLC MNDCT

Landlord: MNDCL-S MNDL-S OPC FFL

### **Introduction**

At the outset of the hearing scheduled for the tenant's application, the parties confirmed that there was a future hearing scheduled for the landlord's application on January 10, 2020. As the parties came to a settlement agreement that addressed matters under dispute in both the tenant's and landlord's applications, I have joined both applications so that all matters from both applications have been addressed through this Decision. As such, the matters in the landlord's application are dismissed without leave to reapply, save for the issue of the addressing the security deposit at the end of the tenancy, and the parties agreed to cancel the January 10, 2020.

Therefore, this hearing dealt with applications from both the tenant and the landlord pursuant to the *Residential Tenancy Act* (the *Act*).

The tenant applied for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice), pursuant to section 46 of the *Act*,
- cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice), pursuant to section 47 of the *Act*,
- an Order for the landlord to comply with the *Act*, Regulations or tenancy agreement, pursuant to section 62 of the *Act*, and
- a Monetary Order for compensation pursuant to section 67 of the *Act*.

The landlord applied for:

- an Order of Possession for Cause, pursuant to sections 47 and 55 of the *Act*,

- a Monetary Order for compensation and authorization to retain the security deposit in full or partial satisfaction of the Order, pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. Both parties confirmed receipt of each other's Notice of Dispute Resolution Proceeding packages and evidence. As such, I find that the documents for this hearing were sufficiently served in accordance with the *Act*.

#### Issue(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the notice?

Should the landlord be ordered to comply with the *Act*, Regulations, or tenancy agreement?

Is either party entitled to monetary compensation?

Is the landlord entitled to recover the cost of the filing fee from the tenant?

#### 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 voluntarily agreed to the following final and binding settlement of the issues currently under dispute at this time:

1. This tenancy will end by no later than 1:00 p.m. on February 1, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. For the sole benefit to assist the tenant in finding new accommodation, the tenant may give only 48 hours notice to the landlord to end the tenancy at any time prior to February 1, 2020.
3. Should the tenant exercise her option to end the tenancy early pursuant to Term #2 of this settlement, the landlord will return to the tenant the pro-rated amount of rent paid calculated on a daily rent rate of \$66.13.
4. The landlord will make payment to the tenant of \$1,100.00 by no later than 1:00 p.m. on February 1, 2020, or the last day of the tenancy, whichever date is earlier. The parties are directed to keep documentary proof of this financial transaction once completed.
5. The parties will fulfill their responsibilities for addressing the security deposit at the end of the tenancy, in accordance with the *Act*.
6. The landlord waives the requirement for the tenant to clean the blinds, window tracks, inside windows, and behind the dryer in the rental unit at move out, and the tenant agrees to leave the rental unit in a condition that is reasonably clean at move out.
7. The terms of this settlement as outlined above constitute a final and binding resolution of the tenant's Application for Dispute Resolution (file number noted on cover sheet of this Decision); the landlord's Notices to End Tenancy dated November 2, 18 and 21, 2019; and the landlord's Application for Dispute Resolution (file number noted on the cover sheet of this Decision). As such, the tenant's and the landlord's Applications are dismissed in their entirety without leave to reapply, and the landlord's notices to end tenancy are cancelled and of no force or effect. The only exception pertains to addressing the security deposit, and therefore both parties are at liberty to pursue an Application for Dispute Resolution at the end of the tenancy agreement for a claim to the security deposit.

Both parties acknowledge that they are still bound by all of the rights, responsibilities, terms, and conditions of the tenancy agreement, the *Act*, and the associated regulations until the end of the tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following Orders:

- 1) I issue to the landlord an Order of Possession to be served on the tenant as soon as possible. The landlord may only enforce the Order if the tenant fails to vacate the rental unit **by 1:00 p.m. on February 1, 2020**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
- 2) I issue to the tenant a Monetary Order to be served on the landlord only if the landlord fails to make the agreed upon payment by as required by the terms of this settlement agreement by no later than 1:00 p.m. February 1, 2020. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and be enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenant is enforcing the Monetary Order.

The landlord's notices to end tenancy are cancelled and are of no force or effect.

The tenant's and the landlord's Applications for Dispute Resolution are dismissed in their entirety without leave to reapply, save for claims made by either party regarding the security deposit at the end of the tenancy.

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: December 24, 2019

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Residential Tenancy Branch