



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC CNR FFT LRE OLC FFL OPRM-DR

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “**Act**”). The landlord’s for:

- an Order of Possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

And the tenant’s for:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the “**10-Day Notice**”) pursuant to section 46;
- cancellation of the landlord’s One Month Notice to End Tenancy for Cause (the “**One-Month Notice**”) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing and was assisted by his partner who is also an occupant of the rental unit (“**JF**”). The landlord, a numbered company, was represented at the hearing by its property manager (“**AM**”) and its owner (“**SG**”). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

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, engaged in a conversation, 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:

1. The tenant will provide vacant possession of the rental unit to the landlord by March 1, 2020 at 1:00 pm.
2. The landlord will arrange for an agent to attend the rental unit and conduct a move-out condition inspection with the tenant on March 1, 2020.
3. The landlord will provide proof that it paid a move-in fee of \$200 to the rental unit's strata corporation (the "**Strata**") at the start of the tenancy. If the landlord fails to do this, it must refund the tenant the \$200 collected at the start of the tenancy as payment for a Strata move-in fee.
4. The landlord will pay the tenant \$200 representing the return of the \$200 collected at the start of the tenancy as pre-payment for a Strata move-out fee.
5. The tenant will pay, to the Strata directly, any fee or deposit related to the move-out from the rental unit required by the Strata.
6. The tenant will pay the landlord \$6,300 by March 1, 2020.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenant to pay the landlord \$6,300 by March 1, 2020.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on March 1, 2020.

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 20, 2020

Residential Tenancy Branch