



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      POB FFL

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a breach of vacate clause pursuant to section 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The parties attended and were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

Before the conclusion of this 84-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

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.

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 agreed as follows:**

1. The tenancy between the parties will end at 1:00 PM on September 30, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;

2. The tenant shall remove the kitchen island and shall leave in the unit the shower rod, the curtain rods and the wall sconces;
3. The tenant shall pay all utilities regarding the unit to September 30, 2020.
4. A condition inspection between the parties will be conducted at 11:00 AM on September 30, 2020;
5. The parties agreed the tenant did not pay a security deposit;
6. The landlord acknowledged owing the tenant \$4,345.00 for improvements to the unit;
7. The tenant acknowledged owing the landlord \$2,015.00 for outstanding rent to the end of September 2020;
8. The landlord shall pay to the tenant the sum of \$2,330.00 (\$4,345.00 - \$2,015.00) as follows:
  - a. \$1,000.00 by transfer by 5:00 PM on August 25, 2020;
  - b. The balance of \$1,330.00 by transfer at 1:00 PM on September 30, 2020
9. The tenant acknowledged the payment of \$2,330.00 are in full and final satisfaction of all claims she has or may have with respect to improvements to the unit;
10. The landlord acknowledged this settlement resolves all aspects of this Application;

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

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 dated 1:00 PM on September 30, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying 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 of \$2,330.00 payable by the landlord as set out above, this Order to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement. This Monetary Order may be filed and enforced by the Courts of the Province of British Columbia.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

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

### Conclusion

1. I issue to the landlord an Order of Possession dated 1:00 PM on September 30, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying 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.
3. I issue to the tenant a Monetary Order of \$2,330.00 payable by the landlord as set out above, this Order to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement. This Monetary Order may be filed and enforced by the Courts of the Province of British Columbia.

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: August 25, 2020

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Residential Tenancy Branch