



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC, FFL (landlord); CNC, OLC (tenant)

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 One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

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

- Cancellation of One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47;
- An order requiring the landlord to comply with the *Act* pursuant to section 62;

The parties attended. No issues of service were raised.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 31 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. The parties confirmed the addresses to which documents were to be sent.

Before the conclusion of this 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. This settlement agreement was reached in accordance with section 63.

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 21, 2021, by which time the tenant and any other occupant will return vacant possession of the rental unit to the landlord.
2. The parties agreed the landlord holds a pet deposit and a security deposit (together "the security deposit") and will retain \$130.00 therefrom for outstanding rent, calculated as follows:

ITEM	AMOUNT
Security deposit	\$740.00
Pet deposit	\$350.00
(Less \$130.00 outstanding rent)	(\$130.00)
BALANCE SECURITY DEPOSIT	\$960.00

3. The tenant will pay rent of \$1,110.00 on September 1, 2021 for the period of occupancy from September 1 – 21, 2021.
4. The landlord agreed to incur the expense for cleaning the unit when the tenant vacated.
5. The parties agreed any issue of damage will be dealt with by the parties at a condition inspection prior to the tenant moving out. The issue of the security deposit will be dealt with by the parties when the tenant vacates.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession pursuant to section 55(2)(d) of the *Act*.

The parties both acknowledged that they understood and agreed to the above terms.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Courts of British Columbia.

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

Pursuant to the above settlement terms, I grant the landlord an Order of Possession effective 1:00 PM on September 21, 2021. This Order must be served on the tenant.

If the tenant fails to comply with this Order of Possession, the Order may be filed and enforced in 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 26, 2021

Residential Tenancy Branch