



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1371 Blackwood Street Holdings
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC**
 OPC, FFL

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for cancellation of the Landlord's One Month Notice to End Tenancy for Cause pursuant to Sections 47 and 62 of the Act.

This hearing also dealt with, via a cross application, the corporate Landlord's application pursuant to the Act for:

1. An Order of Possession for Cause pursuant to Sections 47 and 55 of the Act;
and,
2. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Agents, KC and SW, and the Tenant, RS, and Advocate, GR, attended the hearing at the appointed date and time. Both Parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions. RS had three witnesses also attend, but as this matter concluded via settlement, they did not provide evidence.

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.

Settlement

The Parties agreed to settle this matter as follows:

The tenancy will end by way of mutual agreement at 1:00 p.m. on March 31, 2022;

The Landlord will be granted an Order of Possession for the above tenancy end date;

The Tenant agrees that she will not relocate anywhere on the property of the Landlord at the end of the tenancy or at any point in the future;

The Tenant agrees that rental payments will continue to be paid on the 1st day of each month until the end of the tenancy on March 31, 2022;

The Tenant agrees that the Landlord is permitted to inspect the rental property on November 30, 2021;

The Landlord agrees it is not able to make any monetary claims against the Tenant for damage to the rental unit;

The Landlord agrees to return the security deposit of \$750.00, and the pet damage deposit of \$750.00 to the Tenant at the end of the tenancy, and not more than two weeks after the end of the tenancy;

The Tenant is granted a Monetary Order against the Landlord for \$1,500.00 which can be used if the Landlord does not return the security deposit and the pet damage deposit back to the Tenant at the end of the tenancy;

The Parties are ordered to comply with all these settlement conditions; and,

These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement:

- I grant the Landlord an Order of Possession effective at 1:00 p.m. on March 31, 2022. The Order may be filed in and enforced as an Order of the British Columbia Supreme Court.
- I grant the Tenant a Monetary Order for \$1,500.00 which may be used if the security deposit and pet damage deposit are not returned to the Tenant. The

Order may be filed in and enforced as an Order of the British Columbia
Provincial Court – Small Claims Division.

This decision is made on authority delegated to me by the Director of the Residential
Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 29, 2021

Residential Tenancy Branch