



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bonavista Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC-MT**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55; and
- Leave to have the application heard after the time to dispute the notice to end tenancy has passed pursuant to section 66.

The tenants did not attend the hearing, but were represented by their counsel, BC. The landlord was represented at the hearing by its counsel, SE and office manager, AW.

At the commencement of the hearing, tenant’s counsel advised me that the parties have come to a mutually agreeable settlement that the parties wanted to have recorded as a settlement agreement by the arbitrator.

Settlement Reached

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. At the request of the parties’ counsel, I recorded the following terms of settlement:

1. The parties have signed mutual agreements to end the tenancy. This tenancy will end at 1:00 p.m. on March 31, 2022, by which time the landlord will be given vacant possession of the rental unit.
2. The parties will attend the rental unit at 1:00 p.m. on March 31, 2022, for a condition inspection and to sign relevant documents.
3. If the parties determine that there is no damage to the rental unit beyond normal wear and tear at the condition inspection, the landlord is required to return the

tenant's security deposit by April 15, 2022, fifteen days after the tenancy ends. The landlord acknowledges he has the tenant's forwarding address, which is agreed to be the address of the tenants' counsel.

4. If there is damage to the rental unit deemed beyond normal wear and tear, the landlord may file an application for dispute resolution seeking to retain the security deposit, by April 15, 2022, fifteen days after the date the tenancy ends.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on March 31, 2022, should the landlord be required to do so.

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 25, 2022

Residential Tenancy Branch