



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPM, MNDCL-S, FFL**

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based on a mutual agreement to end the tenancy, a monetary order for compensation or loss, to retain the security deposit in full satisfaction of the claim and to recover the cost of the filing fee.

Both parties appeared. During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agreed that on October 9, 2021, they mutually agreed to end the tenancy with an effective date of November 30, 2021;
2. The parties agreed that the tenant has not vacated due to construction delays on the building of their new home due to the stated of emergency, this has displaced the incoming tenant;
3. The landlord agreed to allow the tenants to stay until April 30, 2022; however, they must **vacate on April 30, 2022**. This was agreed to by the tenant; and
4. The tenant agreed that they will pay the landlord the difference between the two rents as the landlord would have received a rent of \$3,450.00 from the incoming tenant and the tenant's current rent is \$3,200.00. The total amount due the landlord is \$1,000.00, this includes the difference in rent up to and including April 2022.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Although the landlord's application was settled by agreement, this was solely for the benefit of the tenant as the landlord would have been successful. I find it appropriate

to grant the landlord the cost of the filing in the amount of \$100.00. Therefore, I grant the landlord a total monetary claim of \$1,100.00. Should this amount remain unpaid at the end of the tenancy, I authorize the landlord to keep the above from the security deposit pursuant to section 38(3) of the Act.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession. I have not granted a formal monetary order for enforcement as the above amount awarded will either be paid before the tenancy ends or if unpaid will be taken from the security deposit.

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: March 18, 2022

Residential Tenancy Branch