



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      OPL, MNRL, FFL

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- an order of possession pursuant to section 55;
- a monetary order for unpaid rent in the amount of \$3103.36 pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord testified, and the tenant confirmed, that the landlord served the tenant with the initial Notice of Dispute Resolution Package and evidence. The tenant provided no written evidence.

At the outset, I advised the parties of rule 6.11 of the rules of Procedure (the "**Rules**") prohibits participants from recording the hearing. The parties confirmed that they were not recording the hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to decide the outcome.

I was not required to consider the landlord's or the tenant's evidence at this hearing or in my decision, as both parties voluntarily settled this application.

### **Preliminary Issue: Monetary Order for Unpaid Rent and Utilities**

The landlord requested that her application be amended to address rental and utility arrears. The tenant concurred with the amendment.

Pursuant to rule 4.2 "Amending an application at the hearing", I have amended the landlord's application to include rental and utility arrears. Since the amendment to the

application was sought at the hearing, an Amendment to an Application for Dispute Resolution does not need to be submitted or served.

### **Settlement**

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute and future issues relating to the tenancy:

1. The tenant agrees to provide vacant possession of the rental unit to the landlord on or before April 15, 2022.
2. The tenant will contact a cleaning company and arrange for a cleaning service to complete an end of tenancy cleaning. The tenant will notify the landlord of the date and time the cleaning service will do the cleaning. I have attached a copy of Policy Guideline 1 - Landlord and Tenant- Responsibility for Residential Premises.<sup>1</sup>
3. After the cleaning, the landlord and tenant will complete a "Condition Inspection: end of tenancy" on a mutually agreed to date and time pursuant to s. 35 of the Act.<sup>2</sup> The landlord retains the tenant's security deposit (\$1100.00) and pet damage deposit (\$1100.00). The parties agree, if after the condition inspection is complete, all or any remaining security and/or pet damage deposit will be applied to the rental arrears.
4. Rental arrears including utilities total \$3103.36. (\$100.00 (February) + \$2255.00 (March) + \$748.36 (utilities). The tenant and the landlord have reached a repayment agreement for the rental arrears.
5. The tenant is not required to pay April rent.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to

---

<sup>1</sup> [Landlord & Tenant – Responsibility for Residential Premises](#)

<sup>2</sup> [Condition Inspection: end of tenancy](#)

the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this and all future disputes relating to the tenancy between them.

### **Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenant to pay the landlord \$3103.36. The terms of the repayment plan agreed to by the parties are as follows: \$1000.00 payable on April 27, 2022 and \$500.00 payable on the 27<sup>th</sup> of each month thereafter until the arrears are paid in full. After completion of the condition inspection, all or any of the security and pet damage deposit will be applied to the arrears.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 1:00 pm on April 15, 2022

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: April 13, 2022

---

Residential Tenancy Branch