



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, OPR, MNDCL-S, MNRL-S, FFL

Introduction

The Landlord seeks the following orders under the *Residential Tenancy Act* (the “Act”):

- An order of possession pursuant to s. 55 after issuing a 10-Day Notice to End Tenancy signed on February 9, 2022 (the “10-Day Notice”);
- A monetary order pursuant to s. 67 for damages to the rental unit or residential property said to be caused by the Tenant or their guest during the tenancy;
- A monetary order pursuant to s. 67 for compensation for loss or other money owed;
- A monetary order pursuant to s. 67 for unpaid rent; and
- Return of its filing fee pursuant to s. 72.

The Landlord claims these amounts against the deposit.

R.N. appeared as agent for the Landlord. R.S. appeared as the Tenant.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I 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, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on August 31, 2022.
2. The Tenant agrees to pay \$10,836.47 to the Landlord in satisfaction of the monetary claims in its application, which includes additional rent overdue since filing and rent payable on August 1, 2022.
3. The Landlord agrees to waive its claim for the filing fee.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement I grant the following orders:

1. The Landlord shall receive an order of possession. The Tenant shall give vacant possession of the rental unit to the Landlord by no later than **1:00 PM on August 31, 2022**.
2. The Landlord shall receive a monetary order. The Tenant shall pay **\$10,836.47** to the Landlord.

It is the Landlord's obligation to serve these orders on the Tenant. If the Tenant does not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court. If the Tenant does not comply with the monetary order, it may be filed by the Landlord with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: July 28, 2022

Residential Tenancy Branch