



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the "Act") for:

- An order of possession for unpaid rent pursuant to sections 46 and 55;
- A monetary order for unpaid rent and authorization to withhold a security deposit pursuant to sections 67 and 38;
- An order to be compensated for a monetary loss or other money owed and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and both named tenants attended the hearing. As all parties were present, service of documents was confirmed. Both tenants acknowledged service of the landlord's Notice of Dispute Resolution Proceedings package. The tenant AI acknowledged service of the landlord's amendment, however the tenant ST did not. I noted that the nature of the amendment dealt with the landlord's request to be compensated with additional arrears in rent and anticipated future costs related to after the tenancy ends. I advised the parties that Rule 4 of the Residential Tenancy Branch Rules of Procedure, the tenant could reasonably anticipate the additional arrears and that no amendment was necessary. I would hear that aspect of the amendment. Regarding the anticipated future costs, I advised the landlord that seeking anticipated costs is premature before the tenancy has ended. This portion of the amendment was dismissed with leave to reapply at the commencement of the hearing.

Background and Evidence

The landlord testified that during the past week, the tenant has paid her arrears in rent until the end of November 2022.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on January 31, 2023, by which time the tenant and any other occupant will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The tenant agrees that the landlord has the right to show the unit to prospective tenants on 24 hours notice to the tenant.
4. The parties will attend the rental unit at 1:00 p.m. on January 31, 2023 to conduct a move-out condition inspection report, or at any other time agreeable to both parties.

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. This includes the landlord's filing fee which the landlord agreed not to recover. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

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 January 31, 2023 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: November 29, 2022

Residential Tenancy Branch