



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

## DECISION

**Dispute Codes**      OPC, FFL / CNC-MT

### **Introduction**

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “**Act**”). The landlord’s application for:

- an order of possession pursuant to section 55 of the Act; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

And the tenant’s application for:

- the cancellation of the One Month Notice to End Tenancy for Cause (the “**Notice**”) pursuant to section 47; and
- more time to make an application to cancel the Notice pursuant to section 66.

The tenant attended the hearing. The landlord was represented at the hearing by its agent (“**PS**”).

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, 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:

1. The Notice is cancelled and of no force or effect.
2. The tenant will pay the landlord \$1,500 by April 15, 2023, which the landlord will hold in trust for the tenant (the “**Trust Monies**”).
3. The landlord will hire a cleaning company to clean the rental unit and a contractor to repair the damage to the walls and doors of the rental unit.
4. Prior to the cleaner and contractor attending the rental unit, the tenant will dispose of all garbage in the rental unit, at his own expense.
5. The landlord will pay the cleaner and the contractor from the Trust Monies.
6. After the landlord pays the cleaner and the contractor, the landlord will provide the final invoices to the tenant. If the combined amount paid to these individuals is less than the Trust Monies, the landlord will refund the tenant the difference. If

it is in excess of the Trust Monies, the landlord will pay the amount in excess and waives any entitlement to recover this amount from the tenant.

7. The tenant will provide the landlord with a copy of the key to the rental unit on or before March 25, 2023. PS will attend the rental unit on that day to pick the key up.
8. The tenant will clean up dog feces from the rental unit's front yard on a daily basis.

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

### **Conclusion**

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

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 20, 2023

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Residential Tenancy Branch