



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes For the tenant: CNR, LRE, OLC, FFT
For the landlord: OPL-4M, MNRL-S, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear a cross application regarding the above-noted tenancy.

The tenant's application pursuant to the Act is for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, pursuant to section 46;
- an order to restrict or suspend the landlord's right of entry, under section 70;
- an order for the landlord to comply with the Act, the Residential Tenancy Regulation, and/or tenancy agreement, pursuant to section 62; and
- an authorization to recover the filing fee for this application, under section 72.

The landlord's application pursuant to the Act is for:

- an order of possession under a Four Month Notice to End Tenancy for demolition or conversion of the rental unit, pursuant to sections 49 and 55;
- a monetary order for unpaid rent, pursuant to section 26;
- an authorization to retain the security deposit, under section 38; and
- an authorization to recover the filing fee, under section 72.

Tenant SS (the tenant) and landlord MS, assisted by agent RS (the landlord), attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing all the parties were clearly informed of the Rules of Procedure, including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11, which prohibits the recording of a dispute resolution hearing. All the parties confirmed they understood the Rules of Procedure and section 95(3) of the Act.

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 listed in these applications for dispute resolution:

1. The tenant vacated the rental unit on May 01, 2023 and texted the landlord on May 05, 2023 to communicate that she vacated the rental unit on May 01, 2023.
2. The landlord is holding the security deposit in the amount of \$2,000.00.
3. The tenant and the landlord's agent RS will meet at the rental unit on May 08, 2023 at 5:00 PM to conduct a move out inspection and complete a condition inspection report. The parties will be respectful of each other and will each have one witness.
4. Both parties are at liberty to submit monetary claims regarding this tenancy.
5. The tenant's forwarding address and the landlord's current address for service are recorded on the cover page of this decision.

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: May 08, 2023

Residential Tenancy Branch