



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding ACTION PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNR-MT, CNC-MT, FFT  
OPR, MNRL-S, LRSD, FFL

### **Introduction**

This hearing was convened by way of conference call concerning applications made by the tenants and by the landlord. The tenants have applied for an order cancelling a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities; an order cancelling a One Month Notice to End Tenancy For Cause; more time than permitted to dispute both notices to end the tenancy; and to recover the filing fee from the landlord for the cost of the application.

The landlord has applied for an order of possession and a monetary order for unpaid rent or utilities; an order permitting the landlord to keep all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenants.

One of the named tenants attended the hearing and represented the other named tenant. An agent for the landlord also attended, with a witness who did not take part in the hearing.

At the commencement of the hearing the parties agreed to settle this dispute in the following terms:

1. the landlord will have an order of possession effective at 1:00 p.m. on February 20, 2024;
2. the landlord will keep the \$850.00 security deposit and the \$850.00 pet damage deposit in partial satisfaction of the landlord's claim for unpaid rent;
3. the landlord will have a monetary order in the amount of \$850.00 for the balance of the unpaid rent;

4. the parties will participate in a move-out condition inspection and make a report thereof on February 20, 2024 at 1:00 p.m. without the necessity of the landlord providing the tenants with at least 2 opportunities to schedule the inspection.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Therefore, I grant an order of possession in favour of the landlord effective at 1:00 p.m. on February 20, 2024. The tenants must be served with the order of possession, which may be filed for enforcement in the Supreme Court of British Columbia.

I further order, by consent, that the landlord keep the \$850.00 security deposit and the \$850.00 pet damage deposit and I grant a monetary order in favour of the landlord as against the tenants in the amount of \$850.00. The tenants must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

I further order, by consent, that the move-out condition inspection is scheduled for February 20, 2024 at 1:00 p.m. without the necessity of the landlord providing the tenants with at least 2 opportunities to schedule the inspection.

Since the parties have settled this dispute, I decline to order that either party recover the filing fee from the other party.

### Conclusion

For the reasons set out above, and by consent, I hereby grant an order of possession in favour of the landlord effective at 1:00 p.m. on February 20, 2024.

I further order, by consent, that the landlord keep the \$850.00 security deposit and the \$850.00 pet damage deposit and I grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$850.00.

I further order, by consent, that the move-out condition inspection is scheduled for February 20, 2024 at 1:00 p.m. without the necessity of the landlord providing the tenants with at least 2 opportunities to schedule the inspection.

This order is final and binding and may be enforced.

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: February 13, 2024

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Residential Tenancy Branch