

DECISION

Introduction

This hearing dealt with repeat applications from the Tenant including:

The Tenant's May 13, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") regarding their tenancy agreement of the main floor unit of the residential property for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Tenant's May 13, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") regarding their tenancy agreement of the basement unit of the residential property for:

- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The hearing was attended by the H.F. as the Tenant and P.C. for the Landlord.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's application and the issues in dispute arising out of this tenancy at this time and did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end by **1:00 p.m. on August 15, 2024**, by which time the Tenant agreed to have vacated the rental unit.

2. Both parties agreed that the Tenant will pay full rent of \$9,273.00 for August 2024, despite vacating early because the Landlord is entitled to compensation for the increased insurance costs associated with the Tenant's use of the residential property.
3. Both parties agreed that the Tenant is not responsible for removing any of the additions they have made to the residential property.
4. Both parties agreed that the Tenant and the Landlord will meet at the residential property at **1:00PM on August 15, 2024**, to conduct a move-out condition inspection and determine how to dispose of the Tenant's combined security deposit of \$4,480.00 for the main unit (\$2,990.00) and basement unit (\$1,490.00).
5. Both parties agreed that the Landlord will return the Tenant's remaining post-dated rent cheques to the Tenant when they meet on August 15, 2024.

Conclusion

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **on August 15, 2024, after service of this Order** on the Tenant.

Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: July 8, 2024

Residential Tenancy Branch