



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and damage pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72 of the *Act*

The tenant requested:

- cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause pursuant to section 47;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

### **Analysis**

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 both parties discussed the issues between them, turned their minds to compromise and achieved a resolution of this dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time.

1. Both parties entered into a mutual agreement that this tenancy will end on August 31, 2024 at 6:00 p.m., by which date the tenant(s) and any other occupants will have vacated the rental unit.
2. The tenant agreed that the landlords are entitled to a monetary order in the amount of \$3,600.00, which satisfies the outstanding rent up to and including August 31, 2024.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. 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.

**Landlords' Monetary Claim for Damage to the Rental Unit**

**Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?**

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged condition except for reasonable wear and tear.

As this tenancy had yet to come to an end, the landlords' monetary claim for damage to the rental unit is dismissed, with leave to reapply. Liberty to apply is not an extension of any applicable timelines.

**Conclusion**

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 6:00 p.m. on August 31, 2024.

The landlords are provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlords' favour for \$3,600.00.

The landlords are provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition#2 of the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlords' claim for damage is dismissed with leave to reapply.

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: August 20, 2024

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Residential Tenancy Branch