



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding ASSOCIATED PROPERTY MANAGEMENT (2001) LTD. and
STRATA KAS1461
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDCT, RR, RP, AAT, PSF, LRE, LAT, RPP, OLC

Introduction

This hearing was scheduled to convene at 1:00 p.m. on November 26, 2024 concerning an application made by the tenant seeking the following relief:

- an order cancelling a notice to end the tenancy for cause;
- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement;
- an order reducing rent for repairs, services or facilities agreed upon but not provided;
- an order that the landlords make repairs to the rental unit or property;
- an order that the landlords provide access to the rental unit or property for the tenant or the tenant's guests;
- an order that the landlords provide services or facilities required by the tenancy agreement or the law;
- an order limiting or setting conditions on the landlords' right to enter the rental unit;
- an order permitting the tenant to change the locks to the rental unit;
- an order that the landlords return the tenant's personal property; and
- an order that the landlords comply with the *Act*, regulation or tenancy agreement.

The tenant and an agent for the landlords attended the hearing, and the tenant was assisted by Legal Counsel.

At the commencement of the hearing I alerted the parties to the Rules of Procedure which indicate that multiple applications contained in a single application must be related, and I found that the primary application is for an order cancelling a One Month

Notice to End Tenancy For Cause, and the hearing focused on that issue alone. The balance of the tenant's application is dismissed with leave to reapply.

During the course 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 December 31, 2024 and the tenancy will end at that time;
2. The tenant may vacate the rental unit earlier, and if so, the landlord will reimburse the tenant the unused pro-rated amount of rent paid;
3. The tenant will not be required to do deep cleaning, such as shampooing carpets or cleaning drapes;
4. The landlord waives the liquidated damages contained in the tenancy agreement, for all purposes;
5. The landlord will ensure an elevator is booked for the tenant's move-out without requiring the tenant to give notice to end the tenancy;
6. The landlords will return the security deposit and pet damage deposit to the tenant prior to the 15 days required by the *Act*, unless there is significant damage.

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.

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 December 31, 2024, and the tenancy will end at that time, unless the tenant vacates earlier.

I further order that the parties comply with the settlement agreement as set out above, and that the parties comply with Section 38 of the *Residential Tenancy Act* as it relates to the security deposit and pet damage deposit.

The balance of the tenant's application is hereby 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: November 26, 2024

Residential Tenancy Branch