



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## DECISION

### Dispute Codes

Tenant: **CNC-MT, DRI, RP, OLC, FFT**  
Landlord: **OPU-DR, MNU-DR, FFL**

### Introduction

This facilitated case conference dealt with an applications filed by both the tenant and the landlord pursuant the Residential Tenancy Act (the “Act”) for:

#### Tenant:

- An order to cancel a notice to end tenancy for cause pursuant to section 47;
- More time to dispute a notice to end tenancy pursuant to section 66;
- A dispute to a rent increase made pursuant to section 41;
- An order for the landlord to do repairs to the rental unit pursuant to section 32;
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

#### Landlord:

- An order of possession for unpaid utilities pursuant by direct request, pursuant to section 46;
- A monetary order for unpaid utilities by direct request, pursuant to section 46; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both the landlord and the tenant attended the conference. The landlord acknowledged receipt of the tenant’s Notice of Dispute Resolution, but didn’t receive any evidence from the tenant. The tenant acknowledged receipt of the landlord’s evidence. Both parties were prepared to mediate their disputes at this facilitated settlement conference.

### Settlement Reached

Under section 63 of the Act, the director 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 pursuant to section 64.2. The parties achieved a resolution of their dispute with the following terms:

1. The parties mutually agree to end this tenancy. This tenancy will end 4:00 p.m. on December 5, 2024, by which time the tenant and any other occupant will have vacated the rental unit.
2. The landlord may retain the tenant's entire security deposit for any arrears in rent owing as of today's date.
3. The tenant agrees to compensate the landlord with \$350.00 for damage done to the floors of the rental unit.
4. The tenant withdraws the remainder of his application for dispute resolution.
5. The landlord withdraws his application seeking an Order of Possession for unpaid rent in file 910177630.
6. The director of the Residential Tenancy Branch shall return the tenant's filing fee for file **910172675** and the landlord's filing fee for file **910177630**.

Both parties testified that this agreement was made of their own free will, without any coercion, and that they understood and agreed that the terms are legal, final, binding and enforceable, and which settle all aspects of this dispute. As the parties resolved these matters by agreement, I make no findings of fact or law with respect to the applications before me and I make no determinations on whether the Notice to End Tenancy was valid.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is required to serve this Order of Possession upon the tenant and may enforce it as early as 4:00 p.m. on December 5, 2024, should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$350.00.

This dispute was settled in these terms recorded in accordance with section 64.2 and 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: December 05, 2024

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Residential Tenancy Branch