

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 pursuant to section 55;
- a monetary order for damage caused by the tenant 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 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Preliminary Issue: Landlord’s Monetary Claim for Damage to Rental Unit

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

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 except for reasonable wear and tear.

Section 32(3) of the *Act* states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

As the tenant has not yet moved out, and a move-out inspection has yet to be performed, the landlord's application for a monetary order for damage is dismissed with leave to reapply. Liberty to reapply is not an extension of any applicable time limits.

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 the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their disputes, with the exception of the landlord's monetary claim for damage.

Both parties agreed to the following final and binding settlement of their dispute as follows:

1. The tenant agreed that they will give peaceful and vacant possession to the landlord by **May 31, 2025 at 1:00 p.m.**
2. Both parties agreed that the tenant may move out earlier than May 31, 2025 with at least 10 day's written notice to do so.
3. The tenant agreed that they will provide the landlord with payment in the amount of \$2,356.00 for the April 2025 rent on April 2, 2025. This payment is for use and occupancy only, and does not extend the tenancy beyond May 31, 2025.
4. The tenant agreed that they will pay to the landlord \$2,356.00 for the May 2025 rent on or before May 1, 2025, if they do not move out by April 30, 2025. This payment is for use and occupancy only, and does not extend the tenancy beyond May 31, 2025.
5. The parties agree that this mutually settled agreement does not apply to the tenant's security deposit, which will be dealt with in accordance with section 38 of the *Act*.

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, with the exception of the landlord's claim for damage, and any claims related to the security deposit.

Pursuant to section 62(3) of the *Act*, I make the following order:

I ORDER the parties to comply with their mutually settled agreement specified above.

Conclusion

The parties have entered into a mutually settled agreement pursuant to section 63 of the Act and I have made the order listed above to ensure the binding nature of the agreement between the parties, which is final and binding.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue an Order of Possession to the landlords effective May 31, 2025 at 1:00 p.m. The landlord is provided with this Order in the above terms and the tenant must be served with this Order **only** in the event that the tenant does not abide by condition #1 of the above settlement. Should the tenant 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 landlord's favour in the amount of \$2,356.00.

The landlord is 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 conditions #3 or #4 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 landlord's monetary 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 Act.

Dated: April 2, 2025

Residential Tenancy Branch