



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, FFL; CNR, ERP

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security and pet damage deposits, pursuant to section 38;
- authorization to recover the filing fee for this application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 18, 2018 ("10 Day Notice"), pursuant to section 46;
- an order for the landlord to complete emergency repairs, pursuant to section 33.

The landlord, the landlord's lawyer and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord's lawyer confirmed that he had permission to speak on behalf of the landlord at this hearing. This hearing lasted approximately 24 minutes.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. Both parties agreed that this tenancy will end by 12:00 p.m. on December 1, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that her 10 Day Notice, dated September 18, 2018, was cancelled and of no force or effect;
3. The landlord agreed that she would not pursue any current or future claims at the Residential Tenancy Branch against the tenant for unpaid rent for this tenancy;
4. The landlord agreed to drop off mice traps to the tenant by November 7, 2018;
5. Both parties agreed to meet to conduct a move-out condition inspection and report by December 1, 2018;
6. Both parties agreed that the tenant's security deposit of \$650.00 and pet damage deposit of \$650.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The landlord agreed to bear the cost of the \$100.00 filing fee paid for her application;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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

The landlord's lawyer confirmed that he had permission to make this agreement on behalf of the landlord named in this application.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on December 1, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 12:00 p.m. on December 1, 2018. 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.

The landlord's 10 Day Notice, dated September 18, 2018, is cancelled and of no force or effect.

I order both parties to conduct a move-out condition inspection and report by December 1, 2018.

The tenant's security deposit of \$650.00 and pet damage deposit of \$650.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The landlord must bear the cost of the \$100.00 filing fee paid for her application.

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 05, 2018

Residential Tenancy Branch