



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Macdonald Commercial R.E.S. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR (tenant); OPRM-DR, OPR-DR, FFL (landlord)**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten Day Notice”) pursuant to section 46;

This hearing also dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) pursuant to sections 46 and 55;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenant attended with her son and agent, WL (“the tenant”). The landlords attended with the property manager DI and lawyer OM (“the landlord”).

No issues of service were raised. I find each party served the other in compliance with the Act.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 81 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

- 1) The tenancy between the parties will end at 2:00 PM on April 25, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
- 2) The landlord will provide a copy of the condition inspection report on moving in to the tenant at the email address provided during the hearing by 5:00 PM on April 24, 2020;
- 3) At 2:00 PM on April 25, 2020 the property manager DI shall attend at the unit on behalf of the landlord to conduct a condition inspection with the tenant; the landlord shall complete a condition inspection report, a copy of which will be provided to the tenant;
- 4) The parties agreed the tenant owes the landlord outstanding rent in the amount of \$1,850.00 payable as follows:
 - a) The landlord is authorized to apply the security deposit of \$850.00 to the amount owing; and
 - b) The tenant shall pay the balance of \$1,000.00 to the landlord by 5:00 PM on April 30, 2020.
- 5) The tenant agreed the landlord does not owe the tenant any amount for damages and relinquished all claims for compensation under section 67.

- 6) The parties agreed that the landlord's application for compensation for damages is dismissed with leave to reapply following the tenant vacating the unit and the completion of the condition inspection;

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlord an Order of Possession dated April 25, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
2. I issue to the landlord a Monetary Order of \$1,000.00 dated April 30, 2020 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

Conclusion

I issue to the landlord an Order of Possession dated April 25, 2020 to be served on the tenant ONLY if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue to the landlord a Monetary Order of \$1,000.00 dated April 30, 2020 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

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: April 23, 2020

Residential Tenancy Branch