



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LMLTD Holdings Corporation and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR  
OPR-DR, OPRM-DR, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant (the Tenant's Application) under the Residential Tenancy Act (the Act), seeking:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice)

This hearing also dealt with a Cross-Application filed by the Landlord (the Landlord's Application), under the Act seeking:

- An Order of Possession for the rental unit based on the 10 Day Notice;
- Unpaid rent; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Tenant and the agent for the Landlord (the Agent), both of whom provided affirmed testimony.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on October 29, 2020, at 1:00 P.M. and the Tenant agrees to vacate the rental unit on or before this date and time.
2. The parties agree that the move-out condition inspection will occur at the rental unit at 1:00 P.M. on October 29, 2020, unless otherwise agreed to by the parties.
3. The parties agree that the Tenant owes the Landlord \$2,400.00 for outstanding rent as of the date of the hearing, and the Tenant agrees to pay this amount to the Landlord.
4. The Agent for the Landlord agrees to provide the Tenant with immediate access to the mailbox belonging to the rental unit for the purpose of obtaining their mail, as the Tenant has misplaced their mailbox key.
5. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.

This settlement agreement was reached in accordance with section 63 of the Act.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective October 29, 2020, at 1:00 P.M. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of \$2,400.00. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this order may be filed in the British Columbia Small Claims Court and enforced as an order of that Court. Pursuant to section 72(2)(b) of the Act, the Landlord is also entitled to withhold this amount from any security or pet damage deposit paid by the Tenant and held by the Landlord, should they wish to do so. The balance owed after any such deduction remains enforceable as set out above.

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: October 27, 2020

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Residential Tenancy Branch