



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Elizabeth Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *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 all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that he received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on his door on January 3, 2014. The tenant also confirmed that the landlord handed him a copy of the landlord's dispute resolution hearing package on January 18, 2014. I am satisfied that the landlord served the above documents and copies of her written evidence package to the tenant in accordance with the *Act*.

At the commencement of this hearing, the landlord testified that she was no longer seeking an end to this tenancy based on the 10 Day Notice. Her application for an Order of Possession is withdrawn at her request.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover her filing fee?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on February 1, 2010. It then converted to a periodic tenancy. Monthly rent since June 1, 2012 has been set at

\$875.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$425.00 security deposit paid on January 21, 2010.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. They agreed to settle all of the issues in dispute between them on the following terms.

1. Both parties agreed that this tenancy will continue and the landlord withdrew the 10 Day Notice, which is no longer of force or effect.
2. The tenant agreed to pay a sum of \$250.00 to the landlord by 5:00 p.m. on February 19, 2014.
3. The landlord agreed that this settlement agreement constituted a final and binding resolution of all monetary issues currently in dispute.
4. Both parties agreed that this settlement agreement constituted a final and binding settlement of all issues currently in dispute with respect to this tenancy.

Conclusion

The landlord's application for an Order of Possession is withdrawn. The 10 Day Notice is set aside and is of no force or effect. In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$250.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court. 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: February 11, 2014

Residential Tenancy Branch

