



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation  
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 she received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on her door on January 20, 2014. The tenant also confirmed that she received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on January 30, 2014. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? 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 the filing fee for this application from the tenant?

### Background and Evidence

The tenant confirmed that on December 23, 2013, she signed a periodic tenancy with the landlord which was to take effect on February 1, 2014. However, as per the terms of their written Residential Tenancy Agreement, the parties agreed that the tenant would pay a pro-rated rent of \$224.00 for the period from January 16, 2014 to January 31,

2014. As of February 1, 2014, the tenant's portion of the monthly economic rent of \$1,200.00 for this subsidized housing unit was set at \$435.00, payable in advance on the first of each month. The landlord retains the tenant's \$600.00 security deposit paid on December 23, 2013.

The landlord's 10 Day Notice identified rent of \$225.00 owing as of January 16, 2014. The tenant confirmed that she has not paid any rent for January 2014 (i.e., \$224.00), nor February or March 2014.

### 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.

Both parties agreed to resolve all issues currently under dispute arising out of this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on March 27, 2014, by which time the tenant will have vacated the rental unit.
2. Both parties agreed to undertake a scheduled joint move-out condition inspection of the rental unit at 1:00 p.m. on March 27, 2014.
3. The tenant agreed to pay the landlord a sum of \$1,144.00 for rent owing from this tenancy and the filing fee for this application.
4. The landlord agreed that the tenant's compliance with the monetary terms of this settlement agreement satisfy the landlord's claim for a monetary award.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of the landlord's application and currently under dispute in this tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant(s) 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, I issue a monetary Order in the landlord's favour in the amount of \$1,144.00. 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. 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.

As discussed at the hearing, I order the parties to conduct a joint move-out condition inspection at 1:00 p.m. on March 27, 2014. As this tenancy continues until March 27, 2014, the provisions of section 38 of the *Act* with respect to the tenant's security deposit continue to apply. If no damage has arisen during the course of this tenancy except for reasonable wear and tear, the landlord is to satisfy part of the monetary award issued in this decision by retaining the tenant's security deposit.

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: March 20, 2014

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Residential Tenancy Branch

