



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNSHINE COAST ASSOCIATION FOR COMMUNITY LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNR
For the landlord: OPR MND MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”). The landlord applied for an order of possession for unpaid rent, for a monetary order for unpaid rent, for damage to the unit, site or property, to keep all of part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recovery the filing fee. The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The tenant and an agent for the landlord (the “agent”) attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenant owes the landlord **\$1,425.00** comprised of \$700.00 in unpaid rent for March 2014, \$700.00 for unpaid rent for April 2014, plus \$25.00 of the filing fee.
2. The parties agree that the tenant surrenders his full security deposit of \$350.00 towards the amount owing in #1 above, resulting in a balance owing by the tenant to the landlord in the amount of \$1,075.00.

3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,075.00**. The tenant must be served with the monetary order.
4. The tenant agrees to pay the landlord **\$75.00 per month on the last day of each month starting April 30, 2014**, and will continue the monthly payments to the landlord until the full amount owing has been paid in accordance with #3 above. The landlord will issue receipts to the tenant for each payment made.
5. The parties agree that the tenancy will end on **May 1, 2014 at 1:00 p.m.**
6. The landlord is granted an order of possession effective **May 1, 2014 at 1:00 p.m.** The tenant must be served with the order of possession.
7. The tenant agrees to compensate the landlord for the cost of carpet replacement in the rental unit with a similar quality of carpet that exists in the rental unit as of the date of this Decision. The landlord will provide the tenant with an invoice for the carpet replacement once the amount of the carpet replacement is known. The parties agree that this amount will be added to #3 above, as an amount owing by the tenant to the landlord.
8. The parties mutually agree that the 10 Day Notice dated March 12, 2014 is withdrawn, and the parties mutually withdraw their respective applications in full as part of this mutually settled agreement.

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

Conclusion

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

The landlord has been granted an order of possession effective May 1, 2014 at 1:00 p.m. This order must be served on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The parties agree that the tenant has surrendered his full security deposit of \$350.00 to the landlord. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,075.00. The monetary order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The tenant agrees to pay the landlord in accordance with #3 and #4 above, plus pay compensation to the landlord for the replacement of carpet in accordance with #7 above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 9, 2014

Residential Tenancy Branch

