



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOP VISION REALTY INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *OPR, MNR, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim

This application was initially heard on January 26, 2015. The tenant did not attend the hearing and the Arbitrator granted the landlord's application. The tenant filed for a review hearing and her application was granted. The review hearing was scheduled to be heard today March 11, 2015. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Does the tenant owe rent? Is the landlord entitled an order of possession? Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### **Background and Evidence**

The tenancy started about five years ago. The monthly rent is \$1,000.00 payable on the first of each month. The tenant agreed that she owed rent for February and March 2015 but denied owing unpaid rent for December 2014.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to move out on or before **1:00 p.m. on March 31, 2015**.
2. The landlord agreed to allow the tenancy to continue until this date. An order of possession will be issued to the landlord effective this date.
3. The tenant agreed to allow the landlord to keep the security deposit of \$500.00 and the tenant also agreed to pay the landlord an additional amount of **\$500.00** in full and final settlement of all claims against the landlord. A monetary order will be issued to the landlord for this amount.
4. The landlord agreed to visit the tenant on March 12, 2015 at 6:00pm to unlock the laundry room and allow the tenant access, to remove her belongings. The tenant agreed to refrain from using the laundry for the remainder of the tenancy.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

### **Conclusion**

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective on or before **1:00 p.m. on March 31, 2015**. The Order may be filed in the Supreme Court for enforcement.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$500.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Pursuant to the above agreement, the landlord may retain the security deposit of **\$500.00**.

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 11, 2015

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Residential Tenancy Branch