



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOTS OF PROFITS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, CNR, MNR, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for unpaid rent, pursuant to section 55.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent, dated March 9, 2015 ("10 Day Notice"), pursuant to section 46;
- a monetary order for the cost of emergency repairs, pursuant to section 67;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agent, DD ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord confirmed that he was the property manager for the rental unit building and that he had authority to represent the landlord company named in this application, as an agent at this hearing.

The landlord testified that the tenant was served with the 10 Day Notice on March 9, 2015, by way of posting to his rental unit door. The tenant confirmed receipt of the 10 Day Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice.

Both parties confirmed that they received each other's application for dispute resolution hearing packages ("Landlord's Application" and "Tenant's Application"). In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with both applications.

Issues to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to a monetary award for the cost of emergency repairs?

Is the tenant entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The landlord testified that this tenancy began on March 8, 2015 for a fixed term to end on February 28, 2016. Monthly rent in the amount of \$1,000.00 is payable on the first day of each month. The landlord stated that a security deposit of \$500.00 and a pet damage deposit of \$500.00 are due for this tenancy, but the tenant has not yet paid these deposits to the landlord. A written tenancy agreement was provided with the Landlord's Application. The tenant continues to reside in the rental unit.

The landlord issued the 10 Day Notice, indicating that rent in the amount of \$1,000.00 was due on March 8, 2015. The landlord stated that the tenant owes unpaid rent of \$1,000.00 for each of March and April 2015, but that March rent should be prorated to account for the tenant moving in on March 8, 2015. The landlord indicated that the tenant owes \$500.00 for each of the security and pet damage deposits.

The tenant applied for a monetary order of \$1,160.00 plus the \$50.00 filing fee for his application. The tenant seeks a prorated amount of \$700.00 for March 2015 rent, \$320.00 for cleaning that he had to perform after the last tenant vacated, \$140.00 for emergency repair costs for fixing a door and lock and \$400.00 for moving expenses.

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 the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay the landlord the total amount of \$2,526.92 by April 24, 2015;

2. Both parties agreed that this tenancy will continue in the event that the tenant abides by condition #1 of the above monetary settlement. In that event, the landlord agreed to withdraw the 10 Day Notice, dated March 9, 2015;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on April 27, 2015, by which time the tenant and any other occupants will have vacated the rental unit, only if the tenant does not abide by condition #1 of the above monetary settlement;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both the Landlord's Application and the Tenant's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to abide by condition #1 of the above monetary settlement **and** if the tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on April 27, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above monetary settlement **and** the tenant and any other occupants do not vacate the premises by 1:00 p.m. on April 27, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by condition #1 of the above monetary settlement, I find that the landlord's 10 Day Notice, dated March 9, 2015, is cancelled and of no force or effect. In that event, this tenancy continues under the terms of the tenancy agreement, until it is ended in accordance with the *Act*.

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: April 21, 2015

Residential Tenancy Branch

