



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY
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 his/her/their/its filing fee for this application from the tenant pursuant to section 72.

The tenant has not filed any cross application. The landlord provided an updated ledger that set out that the tenant has failed to pay rent in the amount of \$7,160.00 and that the last payment received from the tenant was applied to October 2014's rent.

The tenant and the landlord's agent appeared. Neither party raised any issue with service. The tenant confirmed receipt of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice).

During the hearing, the parties were able to reach a mutual agreement by which this tenancy would end.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The landlord agreed that no amount would be payable by the tenant for the tenant's occupation of the rental unit from 1 May 2015 to 15 May 2015.
4. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 15 May 2015.
5. The tenant agreed to pay to the landlord \$6,910.00.
6. The tenant agreed that the landlord would retain the tenant's security deposit in the amount of \$350.00.

Both parties stated that they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn. The landlord's 10 Day Notice is cancelled.

The monetary order is to be used if the tenant does not pay \$6,910.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The attached order of possession is 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 this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: May 01, 2015

Residential Tenancy Branch

