



Dispute Resolution Services

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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 an opportunity to be heard, to present sworn testimony and to make submissions. The landlord testified that the 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") was served to the tenant by posting the notice on her rental unit door on March 5, 2015. The tenant confirmed receipt and, based on that confirmation, I find the tenant duly served with the 10 Day Notice. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution by registered mail on March 27, 2015. Based on the evidence provided by way of Canada Post receipts and the tenant's confirmation that she received the Application for Dispute Resolution, I accept the tenant was served sufficiently with the landlord's dispute resolution package. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began May 1, 2014. The rental amount of \$510.00 is payable on the first of each month. The landlord testified that she continues to hold a security deposit in the amount of \$444.50 paid by the tenant on April 30, 2014.

The landlord applied for an Order of Possession and a Monetary Order for Unpaid Rent. She also applied for an order to retain a portion of the tenant's security deposit and recover the filing fee for this application.

The tenant acknowledged that \$175.68 remains outstanding and owed to the landlord for a portion of unpaid rent. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord testified that, while the tenant has contacted the landlord and promised to pay the outstanding amount, she has not paid the remaining amount yet.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay to the landlord the outstanding rental amount of \$175.68 to the landlord on or before May 9, 2015.
2. The tenant agreed to vacate the rental unit on service of an Order of Possession if the tenant does not pay \$175.68 by May 9, 2015.
3. The parties agree that the landlord may deduct \$50.00 from the tenant's security deposit to compensate the landlord for the filing fee for this application.
4. The parties agree to address the remainder of the tenant's security deposit in compliance with the *Act*, within 15 days of the later of the following two actions: the tenant vacating the residence or the tenant providing a forwarding address.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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 **only** if the tenant fails to pay \$175.68 by May 9, 2015, in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not vacate the premises in accordance

with their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement reached between these parties, I issue a monetary order in favor of the landlord in the amount of \$175.68 dated May 9, 2015, to be used only if the tenant fails to pay the amounts outstanding on or before this date. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement agreement. Should the tenant(s) 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.

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: May 07, 2015

Residential Tenancy Branch

