



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, for authorization to retain all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and an agent for the landlord (the "agent") attended the teleconference 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.

The tenant confirmed receiving the documentary evidence package from the landlord and that he had the opportunity to review the landlord's documentary evidence prior to the hearing. The tenant confirmed that he did not submit documentary evidence in response to the landlord's application. I find the tenant was served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenant owes the landlord **\$190.00** for loss of November 1-5, 2015 rent calculated at \$29.00 per day for five days for a total of \$145.00, plus the \$50.00 filing fee, less a \$5.00 credit remaining from the tenant's security deposit that the tenant surrenders in full to the landlord towards cleaning costs.

2. The tenant agrees to pay the landlord **\$190.00** by December 31, 2015 by 3:00 p.m.
3. The landlord is granted a monetary order of \$190.00 pursuant to section 67 of the *Act* which will be of no force or effect if the tenant complies with #2 above and the landlord successfully receives and deposits the full amount owing from the tenant.
4. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
5. The parties agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.

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 mutually settled agreement above.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$190.00, which will be of no force or effect if the amount owing has been paid in accordance with #2 above, and the landlord successfully receives and deposits the full amount owing from the tenant. Should the landlord require enforcement of the monetary order, the monetary order must be served on the tenant and the order may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: December 17, 2015

Residential Tenancy Branch

