



# Dispute Resolution Services

Page: 1

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, MNDC, MNSD, 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;
- a monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security and pet damage deposits in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, JZ ("landlord") and the two tenants, male and female, attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the site administrator for the landlord company named in this application and that she had authority to represent it as an agent at this hearing. The female tenant confirmed that the male tenant had authority to speak on her behalf at this hearing. This hearing lasted approximately 30 minutes in order to allow both parties to fully engage in settlement negotiations.

### 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, 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 tenants agreed to pay the landlord rent of \$1,209.07 by December 1, 2016, as per the parties' written tenancy agreement;
2. The tenants agreed to pay the landlord rent of \$1,209.07 by January 1, 2017, as per the parties' written tenancy agreement;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2017, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by conditions #1 and #2 of the above settlement. In that event, the landlord's 10 Day Notice To End Tenancy for Unpaid Rent or Utilities, dated September 6, 2016 ("10 Day Notice"), is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, if the tenants do not abide by conditions #1 or #2 of the above settlement;
5. The landlord agreed that the tenants do not owe any outstanding rent, late fees or other charges, as of the date of this hearing on November 17, 2016;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. Both parties agreed that the tenants' security deposit of \$587.50 and pet damage deposit of \$587.50 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are 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 discussed with them during the hearing, I issue the attached ten (10) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by conditions #1, #2, or #3 of the above settlement. 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 abide by conditions #1, #2, or #3 of the above settlement. Should the tenant(s) 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 tenants abide by conditions #1 and #2 of the above settlement, I find that the landlord's 10 Day Notice, dated September 6, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on January 31, 2017.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

The tenants' security and pet damage deposits are to be dealt with at the end of this tenancy in accordance with section 38 of 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: November 17, 2016

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Residential Tenancy Branch