



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPITAL J MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

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

- An Order of Possession pursuant to section 46 of the *Act*
- A Monetary Order for unpaid rent pursuant to section 67 of the *Act*

The landlord MS ("landlord") and the tenant 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 he was part of the ownership team and had authority to speak on the owner's behalf at this hearing.

The tenant confirmed that she was served by registered mail with both the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("the 10 Day Notice") and the landlord's dispute resolution hearing package ("dispute package"). I find that the tenant was served with the 10 Day Notice in accordance with section 88 of the *Act*. In accordance with sections 89(1) & (2) of the *Act*, I find that the tenant was duly served with the landlord's dispute package.

### Issue(s) to be Decided

- Is the 10 Day Notice valid and enforceable?
- Is the landlord entitled to a monetary order for unpaid rent and utilities

### Background and Evidence

Both parties agreed and confirmed that this was a month-to-month tenancy starting on November 1, 2014. Rent originally of \$875.00 was due on the first of the month and a damage deposit of \$437.50 was collected at the outset of the tenancy. On May 1, 2016, rent rose to \$900.00 per month. Evidence and testimony provided by the landlord

demonstrated that partial rent for June and August 2016. The amount of outstanding rent for those two months is \$800.00. This amount is in addition to an already existing outstanding balance of \$3,725.00, bringing the total amount of unpaid rent to \$5,625.00.

The tenant did not dispute that she owed the landlord rent for the two months listed in the evidence package, nor that an outstanding balance of \$3,725.00 existed prior to this most recent amount of unpaid rent.

The tenant apologized to the landlord, thanked him for his patience with her and acknowledged that she was prepared to move out of the apartment as soon as the landlord wanted. Additionally, she confirmed that she owed the amount claimed. The parties agreed to enter into settlement discussions to establish a move out day and a payment plan.

### 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.

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

1. The landlord agreed to withdraw the 10 Day Notice.
2. The parties agreed that this tenancy will end by 1 P.M. on December 31, 2016, by which time the tenant will have vacated the rental unit.
3. The parties agreed that the tenant will pay the landlord a total of **\$3,725.00** in full satisfaction of all debts owing.
4. The tenant agreed to allow the landlord to retain her **\$437.50** security deposit, which is to be applied against the \$3,725.00 identified as owing in towards her amount owing.
5. The tenant agreed to pay the landlord **\$200.00** by December 21, 2016.
6. The tenant agreed to pay the landlord **\$500.00** by January 15, 2017.

7. The tenant agreed to pay the landlord **\$300.00** every two weeks, starting January 24, 2017.

8. Both parties agreed to discuss amongst themselves should different collection dates be required.

### Conclusion

To give legal effect to the settlement agreed to by the parties and outlined above, I **grant the landlord an order of possession effective December 31, 2016**. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

To give legal effect to the settlement agreed to by the parties and outlined above, I **grant the landlord a monetary order of \$3,312.50**. Should the tenant fail to comply with the order, the order may be filed in the Provincial Court of British Columbia and enforced as an order of that Court.

I order the landlord to retain the tenant's security deposit in partial satisfaction of the monetary award agreed to by the parties.

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: December 16, 2016

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Residential Tenancy Branch