



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter ROPERTIES
tenant name pressed 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* ("Act") for:

1. an Order of Possession for unpaid rent pursuant to section 55;
2. a monetary order for unpaid rent pursuant to section 67;
3. 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
4. to recover the filing fee from the tenant for the cost of this application pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions. The landlord's agent, LA, testified on behalf of the landlord in this hearing and was given full authority by the landlord to do so.

The tenant confirmed receipt of the landlord's dispute resolution package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the Application.

The tenant indicated during the hearing that she moved out on November 21, 2016, the effective date on the 10 Day Notice to End Tenancy. As the tenant has moved out, the landlord's application for an Order of Possession is withdrawn.

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 tenant agreed to pay the landlord \$1,365.00 in monthly instalments of \$115.00/month starting on March 1, 2017 until this amount is paid in full. The \$1,365.00 must be paid in full on or before March 1, 2018.
2. The landlord agreed that the above payment satisfies all monetary issues in dispute arising out of this application and this tenancy.
3. In addition, the tenant agreed that the landlord will retain the tenant's security deposit.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application and all issues currently under dispute arising from this tenancy.

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 and all issues arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,365.00, to be used only in the event that the tenant does not abide by the monetary terms of the settlement agreement outlined above. Should the tenant 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.

As the tenant has moved out, the landlord's application for an Order of Possession is withdrawn.

To give effect to the above-noted settlement agreement, I order the landlord to retain the tenant's security deposit.

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: January 18, 2017

Residential Tenancy Branch