



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 2285 TRIUMPH STREET HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF, OPR

Introduction

This was the landlord's application dated January 18, 2017 under the *Residential Tenancy Act* (the "Act"). The landlord applied for an order of possession for unpaid rent, a monetary order for unpaid rent, authorization to retain the security deposit, and authorization to recover the application filing fee.

The tenant attended the hearing with an advocate. The landlord was represented by an agent. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, to refer to their documentary evidence, and to respond to the other party.

At the outset of the hearing the landlord withdrew its request for an order of possession. Both parties agreed that the rental unit had been vacated based on an order of possession that had already been issued.

Also at the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws its application.
2. The tenant agrees to pay the landlord the total amount of **\$3,800.00** as follows:

- a. a lump sum payment of \$1,800.00 by bank draft or money order or certified cheque no later than February 28, 2017;
 - b. subsequent installment payments of \$100.00 per month by personal cheque until the balance owing is paid in full;
 - c. the tenant may, if she wishes, pay more than \$100.00 per month if she is able to do so in order to pay the balance owing sooner.
3. The landlord will retain the security deposit to cover the costs of cleaning the vacant rental unit.

Conclusion

This matter has been settled. The parties are bound by the agreement set out above, as well as by the Act. Should either party violate the terms of this agreement or the Act, it is open to the other party to take steps under the Act to apply for monetary compensation or other orders.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: February 20, 2017

Residential Tenancy Branch