



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OPR, MNR, MSND, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") made on January 24, 2017 for an Order of Possession and a Monetary Order for unpaid rent. The Landlord amended the Application on February 1, 2017 to include a request to: keep the Tenants' security deposit, obtain money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"); and recover the filing fee from the Tenants.

An agent for the corporate Landlord and the male Tennant appeared for the hearing and provide affirmed testimony. The hearing process was explained to the parties and they had no questions about the proceedings. The Tenant confirmed receipt of the Landlord's Application, the amended Application, and the Landlord's evidence. The Tenant confirmed that they had not provided any evidence prior to this hearing.

The Tenant confirmed receipt of the 10 Day Notice to End Tenancy for Unpaid Rent and Utilities (the "10 Day Notice") dated January 9, 2017 three days after it had been posted to the door. The 10 Day Notice was provided into evidence and shows a vacancy date of January 19, 2017. The Landlord's agent confirmed that the Tenant had paid the outstanding rent for January 2017 on January 24, 2017 but had been issued with a receipt for use and occupancy only which was provided into evidence. The Tenant confirmed that he had been given the receipt for use and occupancy only and confirmed that he had also paid rent late for February 2017. The Landlord's agent stated that he also provided the Tenant with a receipt for use and occupancy only for February 2017 rent. However, the Tenant owed a late rent fee.

Section 63 of Act allows an Arbitrator to 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. As a result, I offered the parties an opportunity to settle this dispute by mutual agreement. The parties were informed that this method of resolution was voluntary and was an alternate to a legally binding

decision that I would make based on the evidence before me. The parties considered this option of resolution and decided that it was better to resolve this matter by mutual settlement under the following terms:

Settlement Agreement

1. The parties mutually agreed to end the tenancy on **March 31 at 1:00 pm**. The Landlord is issued with an Order of Possession which is effective for this date and time. This order may be enforced in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental unit.
2. The parties withdrew the 10 Day Notice.
3. The Tenants agreed to pay the Landlord \$122.82 to account for the Landlord's filing fee and the balance for the late rent payment fee. If this amount remains unpaid at the end of the tenancy, the Landlord may deduct this from the Tenants' security deposit.
4. The Tenants are still liable for March 2017 rent. However, if the Tenants are able to find alternative accommodation before March 1, 2017 and provide the Landlord with written notice of the date the tenancy is to end, subject to the Tenants providing vacant possession on February 28, 2017 at 1:00 p.m., the Tenants will not be held liable for March 2017 rent; however, if the Tenants vacate at any point after March 1, 2017, they will be held liable for the entire February 2017 rent payment.

The parties were cautioned that the rights and obligations with respect to the return of the security deposit, pursuant to Section 38(1) of the Act, still apply at the end of the tenancy. This agreement is fully binding on the parties and was made in full satisfaction of the Landlord's Application. The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing. This file is now closed. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 22, 2017

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Residential Tenancy Branch

