



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF, CNR

Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the “Act”).

The landlord seeks:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for damages to the rental unit pursuant to section 67;
- 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
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant seeks:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were in attendance I confirmed that there were no issues with service of the landlord’s 10 Day Notice, the respective applications for dispute resolution or either party’s evidentiary materials. The tenant testified that she did not receive the landlord’s application for dispute resolution. The landlord provided a Canada Post tracking number as evidence of service. In accordance with sections 89 and 90 of the *Act*, I find that the landlord’s application for dispute resolution was deemed served on February

19, 2017, five days after mailing. The parties confirmed receipt of the other materials and I find that the parties were duly served with copies of the landlord's 10 Day Notice, the tenant's application and their respective evidence pursuant to sections 88 and 89 of the Act.

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 has vacated the rental unit and this tenancy ended on March 1, 2017.
2. The tenant agrees that the landlord may retain the security deposit of \$825.00.
3. The tenant will pay the landlord the sum of \$1,000.00 in two installments; \$500.00 on or before March 31, 2017 and \$500.00 on or before April 13, 2017.
4. This settlement agreement constitutes a final and binding resolution of both applications at this hearing.

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 advised to both parties during the hearing I issue a monetary Order in the landlord's favour in the amount of \$1,000.00, to be paid by April 13, 2017. 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.

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: March 6, 2017

Residential Tenancy Branch

