



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

A hearing was convened based on the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an order of possession based on unpaid rent, a monetary order for unpaid rent, authorization to retain the security deposit, and recovery of the application filing fee. The landlord's application was based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 5, 2017 (the "10 Day Notice").

Both parties attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

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 the 10 Day Notice.
2. The tenancy will continue until **1:00 pm on May 15, 2017** on the condition that the tenant pay the landlord \$100.00 (the amount of the application filing fee) no later than April 30, 2017.
3. The landlord will retain the tenant's \$400.00 security deposit in partial satisfaction of unpaid rent and loss of rental income for March, April, and May 1-

15, 2017, and the landlord will waive all other claims for unpaid rent for this period.

4. The tenant will leave the rental unit clean and in good repair on or before May 15, 2017 and if she does not the landlord may claim against her for damages under the Act.

In support of this settlement agreement and with the consent of both of the parties I grant the landlord **an order of possession effective May 15, 2017.**

Conclusion

This matter has been settled.

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

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: April 26, 2017

Residential Tenancy Branch