



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MND, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55;
- a monetary order unpaid rent and for damage, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the property manager for the landlord company named on the tenancy documents and that she had authority to speak on its behalf as an agent at this hearing. This hearing lasted approximately 57 minutes in order to allow both parties to fully negotiate a settlement of this claim.

At the outset of the hearing, the landlord's four witnesses were excluded from the conference and did not testify, as the matter settled between the parties. The tenant had two support people with her during the conference, but they did not provide any testimony.

The tenant confirmed receipt of the landlord's application for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

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 and orders. 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. Both parties agreed this tenancy will end by 1:00 p.m. on August 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to pay the landlord \$466.00 for June 2017 rent by June 14, 2017 by way of a money order;
3. The tenant agreed to pay the landlord rent of \$466.00 for each month on July 1, 2017 and August 1, 2017;
4. The tenant agreed, at her own cost, to have the front door at the rental unit repaired and/or replaced and the landlord agreed to allow the tenant to do so;
5. The landlord agreed that the landlord's 1 Month Notice to End Tenancy for Cause, dated March 21, 2017 ("1 Month Notice") and the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 4, 2017 ("10 Day Notice") are both cancelled and of no force or effect;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

I explained the above terms of settlement and the consequences of them, numerous times to both parties during the hearing. Both parties affirmed that they understood the terms, asked any relevant questions about them and affirmed that they wanted to settle this matter of their own free will.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2017. The tenant must be served with this Order in the event

that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2017. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 \$466.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$466.00 as per the above agreement. The tenant must be served with a copy of this Order. 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.

I notified the landlord that I could not issue monetary orders for future rent amounts not yet due under the tenancy agreement for July and August 2017 rent. The landlord may file an application at the Residential Tenancy Branch if she requires monetary orders for these amounts, after they are unpaid.

The landlord's 1 Month Notice, dated March 21, 2017 and 10 Day Notice, dated May 4, 2017, are both cancelled and of no force or effect

I order the tenant, at her own cost, to have the front door at the rental unit repaired and/or replaced.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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: June 13, 2017

Residential Tenancy Branch