



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF MNDC MNR MNSD OPR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for unpaid rent or utilities (the "10 Day Notice") pursuant to section 46, for a Monetary Order for unpaid rent pursuant to section 67, a return of the filing fee pursuant to section 72 and an application to keep all or part of the security deposit for unpaid rent pursuant to section 38 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served copies of the landlord's application and evidence.

The tenant confirmed that he received the 10 Day Notice with an effective date of May 8, 2017. Accordingly, I find that the 10 Day Notice was served to the tenant in accordance with section 88 of the *Act*.

Following opening remarks the landlord confirmed that the tenant had vacated the rental unit and explained she was only seeking a Monetary Order for the unpaid rent.

### 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 agreed to surrender his security deposit of \$1,250.00 to the landlord.
2. The landlord agreed to accept a Monetary Order of \$5,400.00 in satisfaction for all unpaid rent and money owed. This amount includes a return of the \$100.00 filing fee.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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

The tenant agreed to surrender his security deposit of \$1,250.00 to the landlord.

I issue a Monetary Order in the landlord's favour in the amount of \$5,400.00 against the tenant. The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this Order as soon as possible. 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: June 26, 2017

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Residential Tenancy Branch