



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF 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 based on a 10 Day Notice to End Tenancy for unpaid rent or utilities, a Monetary Order for unpaid rent, and an application to retain the tenant's security deposit.

Both the tenant, and the landlord's agent, B.H. (the "landlord") attended the hearing. Both parties 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 by way of Canada Post Registered Mail on June 19, 2017. 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 landlord gave undisputed sworn testimony that the 10 Day Notice to End Tenancy for Unpaid rent or utilities (the "10 Day Notice"), with an effective date of May 15, 2017, was posted on the tenant's door on May 5, 2017. Accordingly, I find that pursuant to sections 88 & 90 of the *Act* that the 10 Day Notice was served to the tenant on May 8, 2017. The corrected effective date of the notice is therefore May 18, 2017.

The following amendments to the landlord's application were made during the hearing with consent of both parties. The landlord wished to amend his Monetary Order to reflect rent that had been paid since the service of the 10 Day Notice. The landlord now sought a monetary award of \$1,171.00. Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to reflect these payments.

### 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. Both parties entered into a mutual agreement that this tenancy will end on August 31, 2017 at 1:00 P.M., by which date the tenant and any other occupants will have vacated the rental unit.
2. The landlord continues to hold the tenant's security deposit in the amount \$517.50. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
3. The landlord withdrew the 10 Day Notice dated May 5, 2017.
4. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlord's 10 Day Notice, dated May 5, 2017
5. The tenant agreed to pay the landlord \$1,171.00 in satisfaction for unpaid July 2017 rent.
6. 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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on August 31, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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.

The landlord's 10 Day Notice, dated May 5, 2017, is cancelled and is of no force or effect.

I issue a Monetary Order of \$1,171.00 to the landlord. 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: July 18, 2017

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Residential Tenancy Branch