



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Brookside Senior Citizens Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNDC, MNR

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant applied on July 14 with an amendment made August 21, 2017 for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. A Monetary Order for compensation or loss - Section 67.

The Landlord applied on July 17 with an amendment made September 9, 2017 for:

1. An Order of Possession - Section 55; and
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing. During the Hearing the Parties reached a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

Agreed Facts

The tenancy began on November 1, 2013. At the onset of the tenancy the market rent was \$675.00 payable on the first day of each month and the Landlord collected \$337.50 as a security deposit. The Landlord provided subsidies at the onset of the tenancy leaving \$370.00 payable on the first day of each month. On September 1, 2016 the Parties entered into a new tenancy agreement for rent of \$675.00 as the Landlord was no longer able to provide subsidies. Unpaid rent of \$2,025.00, parking of \$15.00 and late fees of \$60.00 are owed to the Landlord and the Landlord owes the Tenant \$100.00 for the cost of keys. Setting these amounts off each other leaves \$2,000.00 owed by the Tenant.

Settlement Agreement

The Parties mutually agree as follows:

1. **The tenancy will end and the Tenant will move out of the unit on or before 1:00 p.m. on October 1, 2017;**
2. **The Landlord will retain the security deposit of \$337.50 plus zero interest in partial satisfaction of the Tenant's debt and the Tenant will pay the Landlord the remaining amount of \$1,662.50; and**
3. **These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. In order to give effect to the agreement I provide the Landlord with an order of possession effective 1:00 p.m. on October 1, 2017 and a monetary order for \$1,662.50. I provide these orders to the Landlord as the Parties are named in the Landlord's application.

Conclusion

The Parties have settled both disputes.

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: September 28, 2017

Residential Tenancy Branch