



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF, MNSD, MNDC, OLC

### Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Landlord under the *Residential Tenancy Act* (the “Act”), for a Monetary Order for unpaid rent, an Order of Possession, and an order for the Landlord to comply with the Act. The Landlord also filed an Amendment to an Application for Dispute Resolution (the “Amendment”) under the *Residential Tenancy Act* (the “Act”), seeking in addition to the original Application, to retain the security deposit paid by the Tenant to offset unpaid rent, a Monetary Order for unpaid rent, and a Monetary Order for money owed or compensation for damage or loss.

The hearing was convened by telephone conference call and was attended by the Landlord, the Landlord’s friend and Advocate (the “Advocate”) and the Tenant. All parties provided affirmed testimony.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenant agrees to vacate the rental property by 5:00 p.m. on October 1, 2017;

2. The parties agree that pursuant to section 51 of the *Act*, the Tenant was entitled to withhold rent in full for September 2017, and therefore the Tenant does not owe any rent for September, 2017;
3. The Landlord agrees that the Tenant will be considered to have paid in advance, \$900.00 towards "last month's rent", provided the Tenant gives to the Landlord, on or before 5:00 pm on October 1, 2017, a copy of the bank statement showing that \$900.00 was paid by cheque on July 3, 2014. As the parties have already agreed that the Tenant was entitled to withhold last month's rent pursuant to section 51 of the *Act*, the Landlord agrees that this amount will be considered to have been paid towards August 2017 rent;
4. The parties agreed that if the Tenant does not comply with part 3 of this mutual agreement, the Landlord will not consider this amount to have been paid towards August 2017 rent. As a result, the Tenant will be presumed to owe \$900.00 in outstanding rent for August 2017, for which the Landlord may choose to seek compensation under the *Act*;
5. The Parties agree that the Tenant owes to the Landlord, \$35.00, for the balance of August 2017 rent, which must be paid in full on or before 5:00 pm on October 1, 2017;
6. The Landlord withdraws their Application in full as part of this mutually agreed settlement.

### Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at 5:00 pm on October 1, 2017. The Landlord is provided with this 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 Supreme Court of British Columbia and enforced as an Order of that Court.

In support of the settlement described above, and with the agreement of the parties, I also grant the Landlord a conditional Monetary Order in the amount of **\$35.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment schedule set out in the mutual settlement agreement.

The Landlord is provided with this Monetary Order in the above terms and should the Tenant fail to meet the conditions of the payment schedule, 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: October 2, 2017

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Residential Tenancy Branch