



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with the landlord's application to retain the tenant's security deposit pursuant to section 38 of the *Act*, for a monetary award for unpaid rent pursuant to section 67 of the *Act*, for an Order of Possession based on a 10 Day Notice for unpaid rent pursuant to section 46 of the *Act*, and a return of the filing fee pursuant to section 72 of the *Act*.

Both the tenant and the landlord attended the hearing. The landlord was represented at the hearing by agent, K.T. 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. 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 (the 10 Day Notice), was posted on the tenant's door on September 5, 2017. The tenant acknowledged receipt of this notice and is therefore found to have been served with this notice pursuant to section 88 of the *Act*.

### 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 pay the landlord \$1,356.64 by January 10, 2017. At the hearing, the tenant agreed to vacate the rental if she is unable to make this payment.
2. The landlord still holds the tenant's security deposit in the amount \$340.00. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
3. Both parties agreed that if this payment of \$1,356.64 is not received in full by the landlord on January 10, 2017, this tenancy will end upon service of the Order of Possession.
4. Both parties agreed that in the event that the tenant complies with the monetary terms of this settlement as outlined above in Clause 1, the tenancy will continue until ended in accordance with the *Act*.
5. The landlord is granted a Monetary Award of \$1,356.64 which must be served on the tenant.
6. Should the payment of \$1,815.00 made to the landlord by the tenant on December 1, 2017 be found to be NSF, the landlord will be entitled to apply for an Order of Possession.
7. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant'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

Should the tenant fail to abide by the terms of Clause 1 of the above-noted settlement agreement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the landlord effective 2 Days after service of this Order on the tenant. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of Clause 1 of the above noted settlement agreement. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of \$1,356.64.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: December 1, 2017

---

Residential Tenancy Branch