



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HAROB HOLDINGS LTD
and [tenant name suppressed to protect privacy]

SETTLEMENT DECISION

Dispute Codes CNR, MNDCT OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 46; a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties confirmed receipt of the other party's materials for this hearing. The tenant was assisted by an advocate. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began on May 28, 2017 when a residential tenancy agreement was signed by both parties including a rental amount of \$1525.00 payable on the first of each month. A copy of the residential tenancy agreement was provided. The landlord confirmed that the landlord continues to hold a \$762.50 security deposit paid by the tenant to the landlord on May 10, 2017. The landlord and tenant agreed that the tenant has been unable to pay rent. Therefore, the tenant agreed that she should vacate the rental unit and that the landlord should receive an Order of Possession for the rental unit.

The tenant had also applied for \$3200.00 – a monetary amount that she claims in

damage (a portion of her rent and her lack of quiet enjoyment/safety) as a result of the landlord's refusal to allow her a roommate.

Ultimately, the parties agreed that the tenant would vacate the residence by February 15, 2018 and that her monetary claim would be adjourned to March 1, 2018 to be heard at the same time as the landlord's monetary application and claim.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to vacate the rental unit on or before February 15, 2018 at four in the afternoon.
2. The parties agree that the landlord is entitled to an Order of Possession for the rental unit dated February 15, 2018.
3. The parties agree that the tenant's monetary claim of \$3200.00 will be adjourned to a hearing date of March 1, 2018 at 11:00 a.m.
4. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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 the end date to this tenancy. The parties understood that both the tenant and the landlord will present monetary claims to be considered and determined by settlement or agreement of a Residential Tenancy Branch arbitrator on March 1, 2018.

Conclusion

To give effect to the settlement reached between the parties, the landlord is provided with a formal copy of an Order of Possession effective February 15, 2018 at 4:00 p.m. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: February 08, 2018

Residential Tenancy Branch