



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the landlord's application for:

- an Order of Possession pursuant to sections 46 and 55 of the *Act* for unpaid rent;
- a Monetary Order pursuant to section 67 of the *Act* for unpaid rent; and
- recovery of the filing fee from the tenant, pursuant to section 72 of the *Act*.

Both the landlord's son/agent SG, and the tenant JK attended the hearing by way of teleconference. The landlord's agent and the tenant were both given a full opportunity to be heard, to present affirmed testimony, to make submissions and, to call witnesses.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to recovery of the filing fee from the tenant?

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, reached a settlement of their dispute.

All parties agreed that the current tenancy would end on May 31, 2018.

There was then a discussion of the amounts owing to the landlord by the tenant and the parties agreed to the following:

Item	Amount
Unpaid rent for November 2017	\$825.00
Unpaid rent for December 2017	850.00
Unpaid rent for January 2018	150.00
Unpaid rent for February 2018	850.00
Unpaid rent for March 2018	850.00
Unpaid rent for April 2018	850.00
Rent payable for May 2018	850.00
Minus payment received March 13, 2018	(300.00)
Minus payment received March 27, 2018	(500.00)
Minus payment received April 25, 2018	(300.00)
Total Owing =	4,125.00

The parties agreed to the following full and final binding settlement of all issues currently in dispute as between them:

1. The parties mutually agreed that the tenancy will end on May 31, 2018, at 1 p.m., by which date and time the tenant and any other occupants will have vacated the rental unit.
2. The landlord withdrew the 10 Day Notice dated February 3, 2018.
3. The parties agreed that the tenancy ends by way of their agreement and not on the basis of the landlord's 10 Day Notice.
4. The landlord agreed not to pursue all monetary claims as set out in the 10 Day Notice and the Application and, specifically waived the claim for the filing fee.
5. The parties agreed the tenant owes the landlord \$4,125.00 for rent for the period of November 2017 to May 2018.
6. The landlord agreed that all the services listed in section 3 (b) of the written tenancy agreement dated November 6, 2017, will be provided until May 31, 2018.
7. The parties agreed that this settlement agreement constitutes the full and final binding resolution of the landlord's application.

The seven terms as set out above constitute the full and final settlement of all aspects of this dispute for both parties. The parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. The parties testified that they understood and

agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of their dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I make the following orders:

I issue an Order of Possession to the landlord, which is to take effect at 1:00 p.m. on May 31, 2018. Should the tenant fail to comply with the Order, it may be filed and enforced as an Order of the Supreme Court of British Columbia

I make a Monetary Order of \$4,125.00 in favour of the landlord. Should the tenant fail to comply with this Order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's agent is to be provided with these Orders in the above terms, to be served on the tenant by the landlord.

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: April 30, 2018

Residential Tenancy Branch