



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNDCL-S, 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 for unpaid rent pursuant to sections 46 and 55 of the *Act*;
- a monetary order for unpaid rent pursuant to section 67 of the *Act*;
- an Order allowing the pet deposit to be retained by the landlord and applied as against unpaid rent pursuant to section 67 of the *Act*; and
- authorization to recover her filing fee for this application from the tenants pursuant to section 72 of the *Act*.

The landlord and her agent WT, and the tenant attended the hearing by way of teleconference. The landlord, her agent and the tenant were all 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 retain the pet deposit to be applied as against any 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.

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

The current tenancy shall continue, revised on consent as follows:

1. The rent is \$ 2,070.00 payable per month;
2. The rent shall be paid by either cheque delivered to the landlord OR via email transfer;
3. The rent shall be payable in two equal installments each month: the first installment of \$ 1,035.00 shall be due and payable on the first day of each month; the second installment of \$1,035.00 shall be due and payable on the fifteenth day of each month.

In consideration for the foregoing the tenant agreed that:

4. The May rent owing in the amount of \$2,070.00, shall be paid in full on May 17, 2018.
5. There shall be an Order for Possession issued to the landlord on consent, with an effective date of July 15, 2018.

All parties agreed that:

6. the landlord would not act on the Order of Possession so long as there were no rental arrears due and owing by the tenant as at July 15, 2018. If there are arrears on that date the parties agreed that the landlord could act on the Order of Possession and that the tenancy would end and the tenant would vacate the unit;
7. the landlord withdrew the 10 Day Notice dated March 7, 2018;
8. the landlord shall not pursue all monetary claims as set out in the 10 Day Notice and the Application and, specifically waived the claim for the filing fee.

9. The parties agreed that this settlement agreement constitutes the full and final binding resolution of the landlord's application.

The nine 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 order:

I issue an Order of Possession to the landlord, which is to take effect at 2:00 p.m. on July 15, 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

The landlord's agent is to be provided with the Order 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: May 22, 2018

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Residential Tenancy Branch