



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNRL-S, OPR

### Introduction

This hearing dealt with the landlord's application pursuant to the Residential Tenancy Act (the *Act*) for:

- an Order of Possession for Unpaid Rent, pursuant to sections 46 and 55 of the *Act*; and
- a Monetary Order for unpaid rent and authorization to retain the security deposit in partial satisfaction of this monetary claim, pursuant to section 67 of the *Act*.

Both the landlord and the tenant attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlord gave sworn testimony that the Notice of Dispute Resolution Proceeding package was served personally to the tenant, which was confirmed by the tenant.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to retain the security deposit in partial satisfaction of the monetary 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. 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. This tenancy will end at 1:00 p.m. on June 30, 2018 by which time the tenant and any other occupants will have vacated the rental unit.
2. The landlord will return to the tenant the security deposit in the amount of \$900.00 by 5:00 p.m. on May 31, 2018.
3. The landlord agreed to waive the tenant's requirement to pay rent for the month of June 2018.

4. The landlord agreed to withdraw her Application for Dispute Resolution for unpaid rent owing in the amount of \$4,800.00, however she is at liberty to re-apply to claim this amount from the tenant if the tenant fails to vacate the rental unit per the terms of this settlement.
5. The 10 Day Notice to End Tenancy for Unpaid Rent dated April 27, 2018 is cancelled and of no further force or effect.
6. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application and all issues currently under dispute at this time, and that they did so free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

#### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit by 1:00 p.m. on June 30, 2018. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 10 Day Notice to End Tenancy for Unpaid Rent, dated April 27, 2018, is cancelled and is of no force or effect.

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: June 4, 2018

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Residential Tenancy Branch