



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPR, OPC, MNR-S, FF, MT, CNR, CNC

### Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- an order of possession for unpaid rent and/or for cause pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence provided by the other party. Neither party raised any service issues and were prepared to proceed with the hearing. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

### Preliminary Issue(s)

Is the tenant entitled to more time to make an application to cancel a 10 Day Notice?  
Is the tenant entitled to more time to make an application to cancel a 1 Month Notice?

#### Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?  
Is the landlord entitled to an order of possession for cause?  
Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?  
Is the landlord entitled to retain all or part of the security deposit?  
Is the tenant entitled to an order cancelling the 1 Month Notice/10 Day Notice?

#### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the both the tenant's claim and the landlord's cross claim and my findings around each are set out below.

This tenancy began on December 1, 2017 on a one year fixed term tenancy ending on December 1, 2018 as per the submitted copy of the signed tenancy agreement dated January 12, 2017. The monthly rent was \$450.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$225.00 was paid.

#### Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to cancel the application(s) filed.

Both parties agreed to mutually end the tenancy on January 31, 2019, by which time the tenant will have vacated the rental unit.

The landlords agreed to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent and the 1 Month Notice to End Tenancy for Cause.

The tenant agreed to pay to the landlord \$525.00 for rent arrears as of the date of this hearing by December 21, 2018, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in both of their applications for dispute resolution.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

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 this matter.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on January 31, 2019. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$525.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

As the matter of the security deposit for this tenancy was not discussed by the parties at this hearing, the parties are bound by the provisions of the Act with respect to the return of any security deposit or pet damage deposit that is held by the landlord(s).

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: November 22, 2018

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Residential Tenancy Branch