



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNRL-S, FFL;      CNR, RP, RR

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlord's two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, dated January 18, 2019 and February 4, 2019 ("two 10 Day Notices"), pursuant to section 46;
- an order requiring the landlord to make repairs to the rental unit, pursuant to section 33; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 64 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant stated that he did not receive a copy of the landlord's application for dispute resolution hearing package. The landlord said that he sent it to the tenant by way of

registered mail on February 15, 2019. The tenant said that he received the landlord's evidence package. The tenant stated that he wanted to proceed with this hearing and settle the landlord's application as well as his own application. On this basis, I proceeded with the hearing and recorded the settlement between the parties.

### Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$750.00 towards rent;
3. The tenant agreed to pay rent of \$2,500.00 to the landlord by March 31, 2019, which the landlord agreed satisfies all outstanding rent for the period from January 1, 2019 to March 31, 2019;
4. The landlord agreed that all of his notices to end tenancy issued to the tenant, to date, are cancelled and of no force or effect;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### 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 used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 31, 2019. 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.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$2,500.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not abide by condition #3 of the above monetary agreement. The tenant must be served with a copy of this Order as soon as possible after a failure to comply with condition #3 of the above monetary agreement. Should the tenant 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.

All of the landlord's notices to end tenancy, issued to date, are cancelled and of no force or effect.

I order the landlord to retain the tenant's entire security deposit of \$750.00.

The landlord must bear the cost of the \$100.00 filing fee paid for his application.

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: March 11, 2019

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Residential Tenancy Branch