



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL 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;
- Authorization to retain the security deposit pursuant to section 38; and
- Recovery of the filing fee for this application pursuant to section 72.

Both parties 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 in attendance service of documents was confirmed. The tenant confirmed receipt of the landlord's 10-Day Notice, the application for dispute resolution and evidence. Based on the tenant's testimony, I find that the tenant was served with the materials in accordance with sections 88 and 89 of the *Act*.

Settlement

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. The parties agree that this tenancy ended on February 17, 2019.

2. The parties agree the tenant owes unpaid rent in the amount of \$5,392.67 and the landlord is entitled to a monetary order in that amount.
3. The parties agree the landlord is entitled to recover the filing fee of \$100.00 from the tenant.
4. This settlement comprises the full and final settlement of the landlord's application.

The landlord's application to retain the security deposit was not discussed during this hearing. This portion of the landlord's application is dismissed with leave to reapply.

Both parties testified they understood and agreed to the above terms, free of any duress or coercion. Both parties testified they understood and agreed the above terms are legal, final, binding and enforceable, and settle all aspects of this dispute.

Conclusion

As discussed with the parties at the hearing, I issue a monetary Order in the landlord's favour in the amount of **\$5,492.67** which represents unpaid rent and the filing fee for the application.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. 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.

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 14, 2019

Residential Tenancy Branch