



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

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 section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that they were handed the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on March 14, 2019, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the tenant also confirmed that they received a copy of the landlord's dispute resolution hearing package and written evidence sent by the landlord by registered mail on March 26, 2019, I find that the tenant was duly served with this material in accordance with sections 88 and 89 of the *Act*. The tenant did not submit any written evidence for this hearing.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The parties agreed that the tenant signed the most recent Residential Tenancy Agreement with the landlord on July 1, 2018. This month-to-month tenancy called for the tenant's payment of monthly rent of \$4,000.00 in advance on the 5th of each month. The landlord continues to hold the tenant's \$1,875.00 security deposit paid on July 1, 2017.

The landlord's application for a monetary award of \$32,000.00 included requests for unpaid monthly rent of \$4,000.00 for each of the eight months from August 2018 to March 2019. In addition, the parties agreed that another \$4,000.00 became owing on April 1, 2019.

The tenant did not dispute any of the landlord's application and advised that they were in the process of vacating the rental unit, but needed until May 6, 2019 to complete this process. The tenant said that they were prepared to pay everything that was currently owed to the landlord as well as a further \$1,000.00 for use of the rental unit during the first week of May 2019.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. Both parties agreed that this tenancy will end by 12:00 p.m. on May 6, 2019, by which time the tenant will have surrendered vacant possession of the rental unit to the landlord.
2. Both parties agreed that they will participate in a joint move-out condition inspection at 12:00 p.m. on May 6, 2019, at which time the tenant agreed to surrender the keys to the rental unit to the landlord or the landlord's agent.
3. The tenant agreed to pay the landlord a total of \$35,225.00 in installments.
4. The tenant agreed to allow the landlord to retain the security deposit for this tenancy.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application and all issues currently in dispute arising

out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with an Order in the event that the tenant does not vacate the premises by 12:00 p.m. on May 6, 2019, as set out in their agreement. 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, I issue a monetary Order in the landlord's favour in the amount of \$35,000.00, the maximum amount I am authorized to issue pursuant to the *Act*. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant does not abide by the terms of the above settlement.

To implement the above-noted settlement agreement, I also order the landlord to retain the tenant's security deposit.

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: April 29, 2019

Residential Tenancy Branch