



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL OPRM-DR**

This hearing dealt with an application by the landlord under the Residential Tenancy Act (the *Act*) for the following:

- An order for possession pursuant to section 46 and 55;
- A monetary order for unpaid rent pursuant to section 67;
- An order to retain the security deposit pursuant to section 72; and
- Authorization to recover the filing fee for this application pursuant to section 72.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. The parties agreed the tenant has vacated the unit. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The tenant agreed that the tenant owes the landlord \$4,500.00 for outstanding rent;
- The tenant agreed that the landlord may apply the security deposit of \$700.00 to the outstanding rent, leaving a balance of \$3,800.00 owing for outstanding rent.
- The tenant agreed to reimburse the landlord for the outstanding rent amount owing of **\$3,800.00** by monthly payments of \$500.00 starting August 1, 2019 and

continuing on the first of every month thereafter until the full amount owing is paid in full.

To give effect to the settlement reached between the parties, I issue to the landlord the attached monetary order requiring the tenant to pay the sum of \$3,800.00 to be served upon the tenant only if the tenant fails to pay the monthly amounts on time as set out above.

Notwithstanding the agreement that the landlord will accept reimbursement of the amount owing in monthly installments, the parties agree that in the event the tenant is late with any monthly payment, the full amount becomes immediately due and payable and the landlord may serve and enforce the monetary order, taking into consideration any payments made by the tenant to that time.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I grant a monetary order to the landlord in the amount of \$3,800.00.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 12, 2019

Residential Tenancy Branch