



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING  
CORPORATION and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL-S, MNDCL-S, FFL

### 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 and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The "male tenant" did not attend this hearing, which lasted approximately 25 minutes. The landlord's agent KKE ("landlord") and the female tenant ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the tenancy services assist for the landlord company named in this application and she had permission to speak on its behalf. The landlord's two other agents, "landlord KKE" and "landlord MC," attended the hearing but did not testify. The tenant confirmed that she had permission to speak on the male tenant's behalf at this hearing.

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

Both parties confirmed that they were ready to proceed with the hearing and settle this application and they had no objections.

### 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 3:00 p.m. on March 11, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to meet landlord MC to perform a move-out condition inspection at 3:00 p.m. on March 11, 2020 at the rental unit and the tenants agreed to return the keys and FOBs for the rental unit to landlord MC at that time;
3. The tenants agreed to pay the landlord \$7,100.00 total, which the landlord agreed to accept for rent of \$7,000.00 from December 1, 2019 to March 31, 2020, parking of \$60.00 for December 2019, and NSF fees of \$40.00 for September 2019 and December 2019, according to the following payment plan:
  - a. Monthly payments of \$150.00 by direct debit to the landlord's account, due by the 21<sup>st</sup> day of each month, starting on April 21, 2020, until the above total amount is paid off;
  - b. The landlord and the tenant agreed to meet on March 16, 2020 at the landlord's office, in order for the tenant to set up the direct debit for the above payments;
4. Both parties agreed that the landlord will cancel the tenant's parking at the rental property effective as of February 29, 2020, by March 10, 2020;
5. Both parties agreed that the tenant will cancel the hydro at the rental unit by March 11, 2020;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application 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 discussed with them during the hearing, I issue the attached Order of Possession effective at 3:00 p.m. on March 11, 2020, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 10 Day Notice, dated December 13, 2019, is cancelled and of no force or effect.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$7,100.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$7,100.00 as per condition #3 of the above agreement. The tenant(s) must be served with this Order. 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.

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

I order both parties to comply with all of the above settlement terms.

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 10, 2020

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Residential Tenancy Branch