



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      OPR, FFL, MNDCL-S, MNRL-S // CNR MT

### Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”) for:

- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$6,550 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

And the tenant’s for:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46; and
- more time to make an application to cancel the Notice pursuant to section 66.
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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. The landlord was assisted by an agent.

At the outset of the hearing, the tenant stated that he would like to withdraw his application. The landlord agreed. Accordingly, I dismiss the tenant’s application, without leave to reapply.

### 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 discussed the issues between them, 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 settlement of all issues currently under dispute:

1. The tenant will provide the landlord with vacant possession of the rental unit on or before March 8, 2020 at 4:00 pm.
2. The tenant will pay the landlord \$500 on each of the following dates (\$6,500 total):
  - a. March 31, 2020;
  - b. April 30, 2020;
  - c. May 31, 2020;
  - d. June 30, 2020;
  - e. July 31, 2020;
  - f. August 31, 2020;
  - g. September 30, 2020;
  - h. October 31, 2020;
  - i. November 30, 2020;
  - j. December 31, 2020;
  - k. January 31, 2021;
  - l. February 28, 2021; and
  - m. March 31, 2021.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

### **Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I attach the following orders:

- 1) A monetary order ordering the tenant to pay the landlord \$6,500 on the schedule indicated above.
- 2) An order of possession which orders that the tenant provide vacant possession of the rental unit to the landlord by 4:00 pm on March 8, 2020.

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 05, 2020

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Residential Tenancy Branch