



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for unpaid rent. The landlord also applied for a monetary order for unpaid rent, unpaid utilities, for the cost of repairs, for a strata fine and for the recovery of the filing fee. The landlord applied to retain the security deposit in satisfaction of his claim.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he did not file any of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard I find the landlord has applied for an order to recover the cost of repairs, unpaid utilities and a strata fine. As these sections of the landlord's application are unrelated to the main section, which is to obtain an order of possession, I dismiss these sections of the landlord's claim with leave to reapply.

Accordingly, this hearing only dealt with the landlord's application for an order of possession and for a monetary order for unpaid rent and the filing fee.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue? Is the landlord entitled to an order of possession and a monetary order for unpaid rent?

Background and Evidence

The parties agreed that the tenancy started on November 01, 2019. The monthly rent is \$1,800.00.

On March 10, 2020, the landlord served the tenant with 10-day notice to end tenancy for \$1,800.00 in unpaid rent. The tenant did not dispute the notice and paid \$1,000.00 on March 23, 2020. The tenant continued to occupy the rental unit and agreed that as of the date of this hearing, he owed the landlord a total of \$5,400.00 in unpaid rent.

The circumstances surrounding the notice were discussed. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute on the following terms:

1. The tenant agreed to move out by 1:00 pm June 15, 2020. The landlord agreed to allow the tenancy to continue until 1:00 pm June 15, 2020.
2. An order of possession will be issued to the landlord effective this date.
3. The tenant agreed to pay the landlord a total of \$5,500.00 for unpaid rent and the filing fee.
4. A monetary order will be granted to the landlord for this amount.
5. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act*, effective by 1:00 pm on June 15, 2020. The Order may be filed in the Supreme Court for enforcement.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for \$5,500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the landlord an order of possession effective at **1:00 pm on June 15, 2020.**

I grant the landlord a monetary order for **\$5,500.00.**

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: June 04, 2020

Residential Tenancy Branch