



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Miracle Creek Contracting Ltd.
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with an application by the landlord for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial 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 tenants represented themselves. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy started in January 2014. The monthly rent is \$1,100.00. The tenant agreed that she was served with a notice to end tenancy for non-payment of rent on January 03, 2020 and that she did not dispute the notice or pay rent within five days of receipt of the notice to end tenancy. The tenant also agreed that as of the date of this hearing she owed rent.

The reasons for the notice and the amount owed were discussed at length. During the hearing, 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 hearing, 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 August 31, 2020.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm August 31, 2020. An order of possession will be issued to the landlord effective this date.
3. The tenant agreed to pay \$2,300.00 for unpaid rent by 1:00 pm August 31, 2020, in full and final settlement of all claims against the landlord.
4. The landlord agreed to accept \$2,300.00 in full and final settlement of unpaid rent, against the tenant. A monetary order in this amount will be granted to the landlord.
5. The tenant agreed to pay rent for August 2020 on August 01, 2020 in the amount of \$1,045.00. The landlord agreed to accept rent on August 01, 2020 for use and occupancy only.
6. 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.
7. 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 and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective by 1:00 pm August 31, 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 \$2,300.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant would be wise to ensure that the payment amounts as decided upon during the hearing and recorded in the terms of this agreement are fully paid on the dates that they are due. The tenant agreed to fully cooperate with the landlord in his attempts to find a tenant for September 01, 2020, by allowing the landlord to show the rental unit to prospective tenants, by providing at least 24 hours written notice.

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 by **1:00 pm on August 31, 2020.**

I grant the landlord a monetary order in the amount of **\$2,300.00.**

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: July 09, 2020

Residential Tenancy Branch