



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayshore Canada Ventures ULC and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **OPM, MNRL**

### **Introduction**

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

- 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 of the *Act*;
- An order of possession under a Mutual Agreement to End Tenancy ("Mutual Agreement") pursuant to section 55;

The agents MC and EC attended for the landlord ("the landlord"). The tenant KN attended for both tenants ("the tenant"). The parties were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence. I find the Applicant served the Respondent as required under the *Act*.

Before the conclusion of this 33-minute 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.

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 agreed as follows:**

1. The tenancy between the parties will end at 1:00 PM on September 30, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The tenant acknowledged owing the landlord \$5,100.00 for rent and utilities to the end of September 2020;
3. The tenant agreed the landlord may apply the security deposit of \$900.00 to the amount outstanding;
4. The landlord acknowledged receipt of a rental subsidy in the amount of \$600.00;
5. The tenant agreed that the landlord is forthwith issued a Monetary Order in the amount of **\$3,600.00** calculated as follows:

ITEM	AMOUNT
Outstanding rent and utilities to September 30, 2020	\$5,100.00
(Less security deposit)	(\$900.00)
(Less subsidy received)	(\$600.00)
<b>TOTAL MONETARY ORDER</b>	<b>\$3,600.00</b>

6. The landlord agreed that any future subsidy payment will reduce the amount of the Monetary Order enforceable by the landlord

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession effective September 30, 2020; *and*
2. Monetary Order in the amount of **\$3,600.00**.

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Should the tenant fail to comply with these Orders, the Orders may be filed and enforced as an Order of the Supreme Court of British Columbia.

This settlement 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 agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

### Conclusion

Pursuant to the above settlement, I issue the following Orders:

1. Order of Possession effective 1:00 PM on September 30, 2020; *and*
2. Monetary Order in the amount of **\$3,600.00**.

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: September 15, 2020

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Residential Tenancy Branch