



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Macdonald Commercial Real Estate Services
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPT, FFT**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order of possession for the tenant pursuant to section 54; and
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing and the landlord was represented at the hearing by property manager, JY ("landlord"). As both parties were in attendance, service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution and the parties acknowledged the exchange of evidence and stated there were no concerns with timely service of documents. Both parties were prepared to deal with the matters of the application.

Preliminary Issue

The parties agree that the landlord named on the Application for Dispute Resolution Proceedings is not the same as the landlord named on the tenancy agreement. The tenant asked that the landlord's name be amended to accurately reflect the landlord's actual name, and I made this amendment in accordance with section 64(3). The landlord did not dispute the amendment. The amended name appears on the cover page of this decision and on the order.

Settlement Reached

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, 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. The parties agree the tenancy ended on October 1, 2020.
2. The tenant may store her possessions at the rental unit for 1 month beyond the time to landlord receives the demolition permit from the city or the tenant finds alternate accommodations, whichever comes first.
3. The landlord will return October's rent in the amount of \$2,150.00 to the tenant.
4. The landlord agrees to further compensate the tenant with an additional \$1,075.00 in good faith.
5. The landlord agrees to compensate the tenant with \$50.00, representing 50% of the filing fee for today's application.
6. The tenant's security deposit will be returned in full when the tenant returns the keys to the landlord and completely vacates the rental unit. (note: the tenancy agreement indicates the security deposit is \$1,050.00)

Item	Amount
October rent	\$2,150.00
Additional ½ month rent, good faith	\$1,075.00
½ filing fee	\$50.00
Security deposit	\$1,050.00
Total	\$4,325.00

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of **\$4,325.00**.

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: October 15, 2020

Residential Tenancy Branch