



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, OPM, OPN, MNDCL-S, OPR, FFL

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- a monetary order for compensation for unpaid rent, pursuant to section 67 of the Act;
- a monetary order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- an authorization to retain the tenant's security deposit, under section 38 of the Act;
- an order of possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice") pursuant to sections 46 and 55;
- an order of possession under a mutual agreement to end the tenancy, pursuant to sections 44 and 55;
- an order of possession for a tenant's notice to end the tenancy, pursuant to sections 45 and 55; and
- an authorization to recover the filing fee for this application, pursuant to section 72 of the Act.

Both parties attended the hearing. The tenant was assisted by advocate SM and translator YW. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### Settlement

Pursuant to section 63 of the Act, an 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 between them relating to the tenancy:

1. The landlord is authorized to withhold the \$1,200.00 security deposit;
2. Tenant YL will pay the total amount of \$3,480.00 in 29 monthly installments of \$120.00. The first payment is due on December 01, 2020. Tenant YL will mail post dated cheques to the landlord's address mentioned on the cover page of this decision every six months.

### Conclusion

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

The parties also agreed that: "If the tenant defaults one payment the landlord can submit a new application for the balance of the payments." Upon further review of the legislation, I find that I can not allow such a clause in the settlement because it is final and binding. Thus, in accordance with the agreed clause, pursuant to sections 63 and 67 of the Act, I grant the landlord a monetary order in the amount of \$3,480.00 (the amount tenant YL agreed to pay the landlord). This monetary order may only be served on tenant YL and enforced if tenant YL defaults the settlement payments.

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: November 12, 2020

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Residential Tenancy Branch