



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FFL MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for:

- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Both parties confirmed that the tenancy had ended on October 31, 2020.

Analysis

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 this dispute.

Both parties agreed to the following final and binding settlement of the landlord's application as set out below:

1. Both parties agreed that the security deposit in the amount of \$800.00 held by the landlord may be applied against the \$7,000.00 in outstanding rent for this tenancy, reducing the outstanding rent to \$6,200.00.
2. Both parties agreed that the tenant must pay the remaining outstanding rent in the sum of \$6,200.00, to the landlord, in minimum monthly instalments of \$775.00, payable on the first of every month starting on February 1, 2021 until the outstanding rent is paid in full. Both parties agreed that the outstanding rent must be paid by September 30, 2021.

3. Both parties agreed that payments can be made by depositing the money directly into the landlord's bank account. The landlord provided his deposit information during the hearing as well as his email address. In the event that payment is not possible through this method, the tenant is to contact the landlord by email to arrange an alternate method of payment that is agreeable to both parties.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application.

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 advised to both parties during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$6,200.00. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible in the event that the tenant does not abide by condition #2 of the above agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The filing fee is a discretionary award issued by an Arbitrator usually after a hearing is held and the applicant is successful on the merits of the application. As no hearing was required, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application. The landlord must bear the cost of this filing fee.

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: January 15, 2021

Residential Tenancy Branch