



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR / MNDCT / MNRL-S, OPR, MNDCL-S, FFL

Introduction

This hearing dealt with three applications pursuant to the *Residential Tenancy Act* (the “**Act**”). The landlord’s application for:

- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- an order of possession for non-payment of rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$6,000 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

And two of the tenant’s applications for:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the “**Notice**”) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$4,800 pursuant to section 67.

This hearing was reconvened from a prior hearing on November 24, 2020. I issued a interim decision following that hearing, setting out the reasons for its adjournment, which I will not repeat here.

The tenant attended the hearing and was assisted by an advocate (“**JA**”). The landlord was represented by two agents at the hearing (“**PB**” and “**SM**”) and its counsel (“**DM**”). One of the All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Preliminary Issue – Evidence Uploaded at Hearing

At the November 24, 2020 hearing, the parties agreed that the tenant could pay monthly rent via e-transfer for the intervening months between that hearing and this one. At the

outset of this hearing, DM advised me that the tenant had failed to do this. JA stated that this was incorrect, and that she had confirmation receipts of e-transfer payments.

I permitted JA to upload these receipts into evidence during the hearing and asked that she email them to DM as well. While this was being done, DM consulted with his bookkeeper and confirmed that the rent had, in fact, been received as JA claimed.

I note this only so as to have a complete record of events at the hearing.

Analysis

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 currently before me and all future issues relating to the tenancy, save and except for the tenant's application 910029177, filed February 8, 2021, relating to the tenant's claim for compensation due to not having a functioning furnace:

1. The tenant will provide vacant possession of the rental unit to the landlord on or before May 31, 2021 at 1:00 pm.
2. The landlord waives its entitlement to collect rent for March, April, or May 2021. The tenant does not have to pay any rent for these months.

This comprises the full and final settlement of all aspects of this dispute and all future disputes (except for the application referenced above, which will proceed to arbitration) relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding.

Conclusion

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

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached order of possession requiring the tenant to provide vacant possession of the rental unit to the landlord by 1:00 pm on or before May 31, 2021.

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: February 11, 2021

Residential Tenancy Branch