



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC
 OPR-DR, OPRM-DR, FFL
 MNRL-S, OPC, FFL

Introduction

This hearing convened as a result of cross Applications. In the Tenant's Application filed on January 8, 2021, she sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent issued on January 3, 2021 (the "10 Day Notice") as well as to cancel a 1 Month Notice to End Tenancy for Cause issued on December 24, 2020 (the "1 Month Notice"). In the Landlord's Application, filed on January 11, 2021, the Landlord sought an Order of Possession and monetary compensation based on the 10 Day Notice as well as recovery of the filing fee. The Landlord filed a further application on January 19, 2021 wherein the Landlord sought monetary compensation from the Tenant, an Order of Possession based on the 1 Month Notice, authority to retain the Tenant's security deposit, as well as recovery of the filing fee.

The hearing of the parties' applications was scheduled for teleconference at 11:00 a.m. on March 12, 2021. The Tenant and the Landlord, as well as the Landlord's spouse, C.H., called into the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement and Conclusion

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the *Residential Tenancy Act* (the "Act"), I record their agreement in this my Decision and resulting Orders. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the

parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The Tenant will vacate the rental unit by no later than **1:00 p.m. on March 15, 2021.**
2. The Landlord is entitled to an Order of Possession effective **1:00 p.m. on March 15, 2021.** This Order may be filed in the Supreme Court and enforced as an order of that Court.
3. The Landlord is entitled to the sum of \$2,850.00 in monetary compensation for unpaid rent for the month of February 2021 as well as for the March 1-15, 2021 time period. The Landlord is authorized to retain the Tenant's security deposit of \$950.00 towards the amounts awarded and is granted a Monetary Order for the balance due in the amount of **\$1,900.00.** Should the Tenant not pay as agreed, the Landlord must serve the Order on the Tenant and may file and enforce the Order in the B.C. Provincial Court (Small Claims Division).
4. Should the Tenant not vacate the rental unit by March 15, 2021 as agreed, the Landlord is liberty to apply for a further Monetary Order, including rent for the balance of March 2021 and any other losses associated with the tenancy.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: March 12, 2021

Residential Tenancy Branch