



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNRL-S, FFL; CNE, RP

Introduction

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

- an order of possession for unpaid rent and for cause, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38;
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- cancellation of the landlord's One Month Notice to End Tenancy for End of Employment, dated March 31, 2021 ("1 Month Notice"), pursuant to section 48;
- an order requiring the landlord to complete repairs to the rental unit, pursuant to section 32.

The landlord, the landlord's English language interpreter, and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 47 minutes.

The landlord confirmed that he owns the rental unit. He stated that his daughter, who is his English language interpreter, had permission to assist him at this hearing.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they voluntarily wanted to settle this application and they did not want me to make a decision.

The landlord was in receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant stated that she did not receive the landlord's application for dispute resolution hearing package. The landlord stated that he emailed a copy to the tenant. The tenant confirmed that she wanted to proceed with this hearing and settle the landlord's application, despite not receiving a copy of it.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the tenant vacated the rental unit and the landlord does not require an order of possession against the tenant;
2. The landlord agreed that all of his notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
3. Both parties agreed that the landlord is entitled to retain the tenant's entire security deposit of \$600.00 for all unpaid rent and damages for this tenancy;
4. The tenant agreed to pay the landlord \$1,500.00 total for all unpaid utilities for this tenancy, by way of e-transfers to the landlord's wife's email that was confirmed by both parties during this hearing, according to the following terms;
 - a. \$250.00 will be paid each month on the 15th day of each month, beginning on August 15, 2021 and ending on January 15, 2022, for a period of six months total;

5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both of their applications at this hearing and any issues arising out of this tenancy;
6. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 47-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

A filing fee is a discretionary award issued by an Arbitrator to an applicant party, usually after that party is fully successful after a full hearing on the merits of their claim. As both parties voluntarily settled this application and I was not required to make a decision after a full hearing on the merits, I decline to award the \$100.00 filing fee to the landlord for his application. This claim is dismissed without leave to reapply.

Conclusion

I order the landlord to retain the tenant's entire security deposit of \$600.00.

In order to implement the above settlement reached between the parties, and as discussed with both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,500.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$1,500.00 as per condition #3 of the above agreement. The tenant must be served with a copy of this Order. 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 landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: July 30, 2021

Residential Tenancy Branch