



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding East Kootenay Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNC, CNR
For the landlord: MNRL-S, OPC, OPR, FFL

Introduction

The tenant filed an Application for Dispute Resolution on May 7, 2021 seeking an order that cancels the 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”) issued on May 6, 2021.

After this, the tenant applied on May 20, 2021 for an order that cancels the One Month Notice to End Tenancy for Cause (the “One Month Notice”) issued on May 18, 2021.

The landlord applied on June 15, 2021 for an order of possession of the rental unit, and recovery of rent amounts owing, as well as the filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 16, 2021.

Settlement Terms

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute, the settlement may be recorded in the form of a decision.

At the outset of the hearing, the tenant advised they wish to end the tenancy at the end of September 2021. The landlord stated their agreement to this.

The landlord provided a ledger to show the outstanding rent amounts and previously forwarded this to the tenant on September 3rd. The tenant stated they would commit to paying the balance owing, and they did not dispute the rent amounts owing. The balance sheet shows \$2,237.96.

The tenancy agreement between the parties shows the tenant paid two deposit amounts at the start of the tenancy: a security deposit of \$425; and a pet damage deposit of \$425. Both parties verified these amounts in the hearing.

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

- The tenant will vacate the rental unit by September 30, 2021.
- The landlord shall receive an Order of Possession as a measure of surety in this matter – this is for the landlord's possession date of October 1, 2021.
- The outstanding rent amount owing as of September 3, 2021 is \$2,237.96.
- The tenant shall forfeit the return of the security deposit amount of \$425 and the pet damage deposit amount of \$425, for payment toward the outstanding rent amount.
- The tenant shall pay the balance of the rent amount owing to the landlord. This amount is \$1,387.96. The landlord shall receive a monetary order for this amount as a measure of surety.
- The landlord and tenant shall maintain close communication during the interim for arranging the end of tenancy and to discuss outstanding payment installment amounts.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave statements of agreement under affirmed oath in the hearing, indicating they understood and agreed to the above terms. They did so free of any duress or coercion. The terms of this settlement are legal, final, binding and enforceable and resolve all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord only if the tenant and any other occupants fail to vacate the rental premises by September 30, 2021. The landlord must serve the tenant this order if needed. Should the tenant fail to comply with the Order of

Possession, the landlord may file the Order with the Supreme Court of British Columbia, where it may be filed as an order of that court.

I grant the landlord a Monetary Order for the recovery of the outstanding rent amount of \$1,387.96. The landlord must service this Order to the tenant as needed, as soon as possible. Should the tenant fail to comply with this Order, the landlord may file this Order in the Small Claims Division of the Provincial Court where it may be enforced as an Order of that Court.

Given this settlement, and the nature of the end of the tenancy, I find the landlord is not eligible for the reimbursement of filing fee they paid for their Application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: September 16, 2021

Residential Tenancy Branch