



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MDC Forbes
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT, OPR, MNRL-S, FFL

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on July 28, 2021 for:

1. More time to make an application to cancel a notice to end tenancy - Section 66; and
2. An Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on October 22, 201 for:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the Hearing the Parties reached a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis.

Agreed or Undisputed Facts

Without a written tenancy agreement, the Tenant moved into the unit in March 2020 with monthly rent of \$1,100.00 payable on the first day of each month. At this time the Landlord collected a security deposit of \$550.00 and a pet deposit of \$450.00. The Tenant then signed a tenancy agreement to start May 1, 2021 with monthly rent of \$2,500.00. The Landlord collected another \$1,250.00 as a security deposit. The Landlord owes the Tenant the over paid security deposit of \$1,000.00. The Tenant failed to pay rent of \$950.00 for June 2021 and rent of \$2,500.00 for July 2021. On July 7, 2021 the Landlord served the Tenant in person with a 10-day notice to end tenancy for unpaid rent of \$3,450.00 (the "Notice"). On the same day the Tenant paid the Landlord \$850.00 in cash towards the rent owing on the Notice. The Tenant has paid no rent since and taking into account the repayment of \$1,000.00 to the Tenant for the overpaid deposits, the Tenant owes the Landlord, under the terms of the written tenancy agreement, \$13,700.00 as the total rent owed for the period June 1 to December 15, 2021, inclusive. The Landlord withdraws their claim to retain the security deposit and indicates that they may consider continuing the tenancy if the Tenant pays the \$13,700.00 prior to December 15, 2021.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end at 1:00 p.m. on December 15, 2021;**
- 2. The Tenant will pay the Landlord \$13,700.00 in unpaid rent; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement I find that the Parties have settled their dispute.

In order to give effect to this agreement I grant the Landlord an order of possession effective 1:00 on December 15, 2021 and a monetary order for \$13,700.00.

Conclusion

The Parties have settled the dispute.

I grant the Landlord an order under Section 67 of the Act for **\$13,700.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

I grant an Order of Possession to the Landlord effective at 1:00 p.m. on December 15, 2021. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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

Dated: November 29, 2021

Residential Tenancy Branch