



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant moved out of the rental unit on March 31, 2015. Therefore, the landlord's application for an order of possession is no longer relevant and accordingly dismissed.

Issues to be Decided

Does the tenant owe rent? Is the landlord entitled to the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy started on January 01, 2013 and the tenant paid a security deposit of \$750.00. The tenant moved out on March 31, 2015. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to keep the security deposit of \$750.00.
2. The tenant also agreed that he owed the landlord an additional amount of \$6990.00, after the deduction of the security deposit.
3. The landlord agreed to keep the deposit of \$750.00 and accept a payment of \$6,990.00 in full and final settlement of all claims against the tenant. A monetary order will be granted in favour of the landlord in this amount.
4. The parties agreed to a payment plan for the first six months after which the plan would be reviewed and adjusted to suit the tenant's employment situation.
5. As per the agreed upon payment plan, the tenant agreed to provide the landlord with six postdated cheques in the amount of \$300.00 each and dated the first of each month for six months, starting November 01, 2015.
6. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

I order that the landlord retain the security deposit of \$750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$6,990.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order in the amount of **\$6,990.00**.

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: October 09, 2015

Residential Tenancy Branch