



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary award, pursuant to section 38; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord and her agent RJS (collectively "landlord") and the two tenants, "tenant SF" and "tenant CM" (collectively "tenants") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that her agent, who is the property manager for this rental unit, had authority to speak on her behalf at this hearing.

The two tenants confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's Application.

The two tenants confirmed personal receipt of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 7, 2016 ("10 Day Notice"), on the same date. The notice indicates an effective move-out date of May 18, 2016. In accordance with section 88 of the *Act*, I find that both tenants were duly served with the landlord's 10 Day Notice on May 7, 2016.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's Application to add tenant CM as a tenant-respondent, as tenant CM consented to this change. The landlord said that she did not name tenant CM as a tenant-respondent because she did not know his full legal name. Tenant CM stated that he is a tenant living in the rental unit, he pays

rent and he acknowledged receipt of the landlord's 10 Day Notice with his name on it as a tenant.

Analysis

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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

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

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants will not be required to pay any outstanding rent of \$2,575.00 for this rental unit for the period ending on July 31, 2016;
3. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$362.50;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for her Application; and
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing.

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

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2016. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2016. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I order the landlord to retain the tenants' entire security deposit of \$362.50.

The landlord's 10 Day Notice, dated May 7, 2016, is cancelled and of no force or effect.

The landlord must bear the cost of the \$100.00 filing fee paid for her Application.

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 07, 2016

Residential Tenancy Branch