



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

**Burnaby File No. 734544**  
**Decision Date: 2009-08-12**

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## **DECISION AND REASONS**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on May 01, 2008. The monthly rent is \$1,300.00 due in advance on the first of each month. The landlord stated that the tenant was late on rent three times in the recent past and was served with a ten day notice to end tenancy each time. However, at the time of the hearing, the tenant was caught up on rent.

The landlord indicated that she would like the tenancy to continue on certain terms. 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 dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would allow the tenancy to continue on the following terms:

- The tenant agreed to pay rent on time on the first day of each month.
- The tenant agreed to pay an additional \$70.00 along with her rent for September, on September 01, 2009.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above, mutually agreed upon terms.

Dated August 12, 2009.

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Dispute Resolution Officer