



Dispute Resolution Services

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

Decision

Dispute Codes: OPR / OPC, CNR / CNC, MNR, OLC, LAT, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for an order of possession, a monetary order for unpaid rent, and recovery of the filing fee; 2) from the tenant for cancellation of the landlord's notice to end tenancy for unpaid rent / cause, an order against the landlord to comply with the Act, authorization to change the locks on the unit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the parties are entitled to any of the above

Background and Evidence

There is no written residential tenancy agreement in evidence for this month-to-month tenancy which began on January 1, 2009. Rent in the amount of \$1,000.00 is payable on the first day of the month. No security deposit was collected.

The landlord issued a 1 month notice to end tenancy for cause dated June 29, 2009. Subsequently, the landlord issued a 10 day notice to end tenancy for unpaid rent dated July 3, 2009. The tenant currently still resides in the unit and she acknowledges that rent has not been paid for either July or August 2009.

During the hearing the parties referred to some of the circumstances surrounding the dispute, and undertook to find a resolution.

Analysis

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by no later than 1:00 p.m., Monday, August 31, 2009, and that an order of possession will be issued in favour of the landlord to that effect;
- that as resolution of unpaid rent for July and August 2009, the landlord will accept payment in the total amount of \$1,500.00, and that a monetary order will be issued in favour of the landlord to that effect;
- following from the above, that the tenant will mail cheque payment to the landlord in the full amount of \$1,500.00;
- that the tenant will deposit the above cheque into the mail by no later than midnight, Friday, August 14, 2009;
- that the parties will absorb the cost of their respective filing fees;
- that the above particulars comprise full and final settlement of all aspects of the dispute currently before me for both parties.

Conclusion

Pursuant to the above agreement, I hereby issue an order of possession in favour of the landlord effective not later than 1:00 p.m., Monday, August 31, 2009. This order must be served on the tenant. 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.

Pursuant to the above agreement, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,500.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 10, 2009

Dispute Resolution Officer