



# Dispute Resolution Services

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

## **DECISION AND REASONS**

**Dispute Codes:** OPR, MNR, MNSD, 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 October 08, 2008. The monthly rent is \$1,600.00 due in advance on the first of each month. The landlord stated that the tenant is consistently late on rent and on July 08, 2009 the landlord served the tenant with a ten day notice to end tenancy for non payment of rent for July.

The tenant paid rent for July 2009 on July 31, 2009, rent for August on September 02, and still owes \$500.00 for rent for September. The tenant did not dispute this and agreed that she owed the landlord, \$500.00 for September.

The landlord indicated that he 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 set aside the notice to end tenancy and 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 the balance of rent for September 2009, in the amount of \$500.00, immediately upon receipt of this decision.

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

I find that the landlord is also entitled to the recovery of the filing fee and accordingly, pursuant to the above agreement; I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$550.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue as per the above, mutually agreed upon terms. I grant the landlord a monetary order in the amount of **550.00**.

Dated September 14, 2009.

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Dispute Resolution Officer