

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, to keep all or part of the security and or pet deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

Service of the hearing documents, by the Landlord to the Tenants, was done in person on February 20, 2010. The male Tenant confirmed receipt of the hearing package and evidence.

The Landlord and the male Tenant appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent under section 55 of the *Residential Tenancy Act*?

Is the Landlord entitled to a Monetary Order a) for unpaid rent, and b) to keep all or part of the security and or pet deposit, and c) for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, under sections 38, 67 and 72 of the *Residential Tenancy Act*?

Background and Evidence

The fixed term tenancy agreement began on September 1, 2009 and is set to expire and switch over to a month to month tenancy agreement after August 31, 2010. The monthly rent is payable on the first of each month in the amount of \$995.00 and the Tenant paid a security deposit of \$498.50 on September 1, 2009.

Analysis

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the Landlord withdraws their application; and
2. the Tenants agree to provide the Landlord with **\$3,617.50** in the form of cash, certified bank cheque, or money order, no later than Sunday April 11, 2010 at 5:00 p.m. as payment in full of rent arrears filing fee and late fees up to April 30, 2010; and
3. if the Tenants do not pay the amount owed, in full, on the specified date and in the specified form, the Landlord will serve the Order of Possession and Monetary Order on the Tenants, and the tenancy will end.

Conclusion

I HEREBY GRANT the Landlord an Order of Possession effective **two days after service on the Tenants**. If the Tenants comply with the terms of this settlement agreement, the Order of Possession becomes of no force or effect. If the Tenants fail to comply with the terms of this settlement agreement, the Landlord may serve the order of possession on the Tenants. The Order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I HEREBY GRANT the Landlord a Monetary Order for **\$3,617.50**. If the Tenants comply with the terms of this settlement agreement, the Monetary Order becomes of no force or effect. If the Tenants fail to comply with the terms of this settlement agreement, the Landlord may serve the Monetary Order on the Tenants. The Order may be filed in the Provincial Court of British Columbia and enforced as an order of that Court.

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: April 08, 2010.

Dispute Resolution Officer