

## **Decision**

**Dispute Codes:** CNR, MNDC, ERP, RP, PSF, RR

### **Introduction**

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy, a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, an order instructing the landlord to make emergency repairs for health or safety reasons, an order instructing the landlord to make repairs to the unit, site or property, an order instructing the landlord to provide services or facilities required by law, and provision of authority to the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on October 1, 2009. Rent in the amount of \$950.00 is payable in advance on the first day of each month. A security deposit of \$475.00 was collected at the outset of tenancy.

Arising from rent which remained overdue in the amount of \$830.00, the landlord issued a 10 day notice to end tenancy for unpaid rent which was served by posting on the tenant's door on September 26, 2010. A copy of the notice was submitted into evidence. Subsequently, the landlord claims that the tenant made no further payment toward rent. On the other hand, the tenant claims that she paid the outstanding balance

of \$830.00, as well as October's rent in the full amount of \$950.00. Both parties agree that November's rent has not been paid.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

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

- that the tenant will vacate the unit today, November 2, 2010, but that an order of possession will also be issued in favour of the landlord to be effective not later than 48 hours after service upon the tenant;
- that the tenant withdraws all aspects of her application including the claim for compensation;
- that the landlord waives any claim for unpaid rent in the amount of \$830.00 as shown on the 10 day notice, in addition to any unpaid rent for both of October and November 2010;
- that the landlord retains the tenant's full security deposit which may be used, in part and if necessary, to cover the costs of removing / disposing of any furnishings left behind in the unit by the tenant;

- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service upon the tenant. 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.

DATE: November 2, 2010

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Dispute Resolution Officer