

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord presented a witnessed written statement that she posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on January 3, 2011. The landlord testified that she handed the tenant a copy of her dispute resolution hearing package on January 20, 2011. The tenant confirmed receiving these documents and the landlord's evidence package. I am satisfied that the landlord served these documents in accordance with the *Act*.

At the commencement of the hearing, the landlord testified that the tenant paid the remainder of the amount owing that was identified in her 10 Day Notice on January 25, 2011. Both parties confirmed that the landlord accepted this payment for use and occupancy only.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to 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 the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Both parties agreed to settle the matters between them on the following terms:

1. The landlord agreed to withdraw her application for a monetary award and for permission to retain the tenant's security deposit.

2. The tenant committed to pay the landlord at least \$500.00 on February 1, 2011 and \$175.00 on or before February 8, 2011.
3. If the tenant makes these payments by these dates, the landlord's Notice to End Tenancy for Unpaid Rent is cancelled with the effect that this tenancy continues.
4. In the event that the tenant does not make these payments by these dates, the landlord will be allowed an Order of Possession to take effect within two days of service of this document to the tenant.
5. These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not fulfill the terms of their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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*.