



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNSD, FF, MNDC

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. An Order to retain the security / pet deposit - Section 38;
4. An Order for money owed or compensation for damages – Section 67;
5. An Order to recover the filing fee for this application - Section 72.

Both parties attended the conference call hearing. At the outset, both parties indicated their desire to resolve the dispute to enable the tenancy to continue.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary amount?
- Should the Notice to end Tenancy be set aside?

Background and Evidence

The following are facts agreed to by the parties at the hearing:

- The Tenancy has been long-term;
- The monthly rent is not \$700 as set out in the landlord's claim, but is \$728.00;
- Rent for January and February amounts to a total of \$1,456.00;
- The Landlord received \$300.00 as partial payment of rent in January 2011;

- A 10 day notice to end tenancy was served on the Tenant for unpaid rent on February 7, 2011;
- The Landlord received \$425.00 on February 8, 2011 and \$400.00 on February 15, 2011 for rent arrears;
- The remaining outstanding rent due to the Landlord is \$341;
- The Tenant and Landlord both wish to continue the tenancy.

The Tenant wishes to pay the outstanding rent in the amount of \$341.00 plus \$50.00 for late fees for January and February late rent payments for a total amount of \$391.00 by March 4, 2011. ($\$341.00 + \$50.00 = \$391.00$)

In consideration for accepting the Tenant's offer and reaching an agreement, the Landlord does not wish to pursue a claim an Order of Possession, an Order to retain the security deposit, an Order for money owed or compensation for damages, and an Order for recovery of the filing fee in relation to rent arrears owing for January and February 2011.

During the hearing, the parties reached an agreement to settle their dispute that would allow the tenancy to continue.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find

that the parties have settled their dispute over the monetary amount owing and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Tenant will pay to the Landlord, no later than March 4, 2011, the amount of \$391.00, representing full payment of rent arrears and late fees for the months of January and February 2011.**
- 2. The Landlord will allow the tenancy to continue.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as set out on the above mutually agreed upon terms.

Dated: February 28, 2011.

Residential Tenancy Branch