

## **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 tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants 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 testified that she posted a witnessed 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on the tenant's door on May 2, 2011. The parties agreed that the landlord handed a copy of the dispute resolution hearing package to the tenants on May 17, 2011. I am satisfied that the landlord served these documents in accordance with the *Act*.

### Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

This one year fixed term tenancy subsequently converted to a month-to-month tenancy commenced on October 1, 2009. Monthly rent is set at \$900.00, payable on the first of the month. The landlord continues to hold the tenants' \$450.00 security deposit and \$450.00 pet damage deposit paid on September 18, 2009.

The landlord said that she issued the Notice when the tenants did not pay their May 2011 rent. She said that she accepted \$1,400.00 in payments for use and occupancy only from the tenants on May 24, 2011.

### 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle their dispute on the following terms:

1. The tenants agreed to pay \$500.00 to the landlords by 5:00 p.m. on June 20, 2011.
2. The landlord agreed to withdraw the notice to end tenancy and allow the tenancy to continue.
3. The landlord agreed to withdraw her application for dispute resolution.
4. The parties agreed to the terms of the Order of Possession attached to this decision to be used by the landlord if the tenants do not comply with the terms of this agreement.

These particulars 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 per the above terms. To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to the landlord in support of the above agreement for use in the event that the tenants do not abide by the terms of the above settlement. 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*.