

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 for unpaid rent 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 tenant agreed that he received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) sent by registered mail on May 2, 2011. The tenant confirmed that he received a copy of the landlord's dispute resolution hearing package sent by registered mail on May 18, 2011. I am satisfied that the landlord served these documents in accordance with the *Act*.

Issues(s) to be Decided

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

Background and Evidence

This month-to-month tenancy commenced on May 1, 1993. Monthly rent is presently set at \$800.00, payable on the first of each month. The landlord continues to hold the tenant's \$412.50 security deposit paid on April 7, 1993.

The landlord applied for an Order of Possession for unpaid rent and a monetary award of \$1,907.66. When she applied for dispute resolution, the tenant had not paid his April or May rent and \$257.66 remained owing for utilities. At the hearing, the parties agreed that the tenant has paid and the landlord has accepted payments for use and occupancy for everything outstanding from this tenancy but for \$1,051.59 in unpaid utility bills.

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 landlord said that she would be willing to set aside the Notice if the tenant paid her July 2011 rent, the unpaid utility bills and cleaned up the property as discussed. The parties discussed the issues between them, turned their minds to compromise and agreed to settle all of the issues in dispute between them on the following terms:

1. The tenant agreed to pay the outstanding utility bills by August 1, 2011.
2. The tenant agreed to keep current with his rent and utility payments.
3. The tenant agreed to clean up the premises by August 1, 2011.
4. The landlord agreed to withdraw his application for dispute resolution and continue this tenancy if the tenant complied with the terms of this agreement.
5. The parties agreed that the landlord would be given an Order of Possession to take effect at one p.m. on August 1, 2011 to be used only if the tenant failed to comply with the terms of this agreement.
6. The parties agreed that this was a final settlement of all issues between them.

Conclusion

I dismiss the landlord's application with leave to reapply in case the tenant does not comply with the financial terms of their agreement. 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 comply with 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*.