

DECISION

Dispute Codes OPR, MR, 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 pursuant to section 67; 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 confirmed that the landlord served two 10 Day Notices to End Tenancy for Unpaid Rent (10 Day Notice) to him by posting these Notices on his door on August 2, 2011 and September 2, 2011. The tenant confirmed that he also received a copy of the landlord's dispute resolution hearing package posted on his door on September 16, 2011.

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? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on February 1, 2011. Monthly rent was set at \$845.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$422.50 security deposit paid on January 19, 2011.

The landlord applied for an Order of Possession on the basis of the tenant's failure to pay any portion of the \$1,755.00 identified as owing in the 10 Day Notice of September 2, 2011. The tenant did not dispute this amount and also agreed that he owed rent and a late fee for October 2011 in addition to the amount cited in the landlord's application for dispute resolution.

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 reached an agreement to settle their dispute on the following terms:

1. The parties agreed that this tenancy will end on October 20, 2011, by which time the tenant agreed to have vacated the rental premises.
2. The tenant agreed to pay the landlord a monetary award of \$2,197.50, in order to resolve all outstanding financial matters in dispute arising out of this tenancy.
3. The tenant agreed to allow the landlord to retain his security deposit.
4. The parties agreed that the above terms constitute a full and final settlement of all issues in dispute arising out of this tenancy at this time.

Conclusion

In order to implement the above settlement between the parties, I issue the landlord a formal copy of an Order of Possession effective October 20, 2011. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$2,197.50. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant does not abide by the terms of the above settlement. As per the parties' agreement, I allow the landlord to retain the tenant's security deposit.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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*.