



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and to recover the filing fee associated with this application.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The unit consists of a townhouse in a subsidized rental complex. Pursuant to a written agreement, the month to month tenancy started on May 1st, 2011. The rent is \$569.00 per month and the tenant did not pay a security deposit.

In his documentary evidence, the landlord provided a copy of the 10 Day Notice to End Tenancy dated October 12th, 2011, served on the tenant by. The landlord provided a copy of the tenant's statement of account showing that the tenant owes rent for October

and November 2011. The landlord's monetary claim is for these two months and to recover the \$50.00 filing fee for a claim totalling \$1188.00.

The tenant provided as late evidence a statement dated November 28th, 2011 in which she attached a copy of a monetary order dated November 26th, 2011 in the amount of \$565.00 for October rent. In that same statement, she declares that she will pay the outstanding rent for October of \$4.00, rent for November 2011 on December 2nd, 2011, and \$569.00 if the landlord will let her stay in December. She also states that she will be out of the rental unit by January 1st, 2012.

During the hearing the parties exchanged views on the above evidence, on some of the circumstances surrounding the dispute and undertook to achieve a resolution. Matters discussed included, but were not limited to; the amount of rent owed, the tenant having found employment in Alberta; and the end of the tenancy. The tenant also expressed her gratitude for the landlord affording her a tenancy at the time she needed it most, which enabled her to find new employment and re-establish herself.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenancy will end on January 1st, 2012 and the tenant will move out on or before that date.
- Should the tenant fail to comply, the landlord is granted an order of possession effective for that date.
- The tenant will pay the landlord for November and December rent on December 2nd, 2011, to be received no later than December 5th, 2011.
- Should the tenant fail to comply, the landlord is granted a monetary order for \$1142.00 (Two months' rent and \$4.00 outstanding for October 2011)

- The above particulars constitute a final settlement of all aspects of the dispute before me.

Conclusion

I grant the landlord an Order of Possession effective no later than 1:00P.M., January 1st, 2012. If necessary, this Order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I grant the landlord a Monetary Order totalling \$1142.00. This Order may be registered in the Small Claims Court and enforced as an order 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*.

Dated: November 30, 2011.

Residential Tenancy Branch