



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

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

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for damage and compensation for loss – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the Hearing and reached a settlement of the dispute that would enable the tenancy to continue for a short term.

### Agreed Facts

The tenancy began on July 1, 1995. Rent in the amount of \$1,772.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$750.00. The Tenant failed to pay rent for November 2011 and on November 2, 2011, the Landlord personally served the Tenant with a 10 day notice to end tenancy for unpaid rent.

### Settlement Agreement

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 tenancy will end on either December 31, 2011 or January 30, 2012.**
- 2. The Tenant will inform the Landlord no later than December 1, 2011 if the tenancy will end on December 31, 2011 or will continue to January 30, 2012.**
- 3. On the last day of the tenancy, the Tenant will be completely moved out of the unit by 1:00 p.m.**
- 4. The Landlord may request assistance from the Tenant's support persons for the purposes of the move-out and the payment of rent, including discussions on the state of the unit and both Parties obligations at move-out.**
- 5. The Tenant will pay November 2011 rent by midnight on November 28, 2011 and continuing rent will be paid on or before the 1<sup>st</sup> of each month that the tenancy continues.**
- 6. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Conclusion

The Parties have resolved the dispute as set out above on the mutually agreed upon terms. 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 28, 2011.

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Residential Tenancy Branch