



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, 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; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing, the Parties reached an agreement to settle the dispute.

### Agreed Facts

The tenancy began on June 1, 2011. Rent in the amount of \$1,500.00 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 \$400.00. The Tenant failed to pay the rent for November 2011 and on November 2, 2011, the Landlord served the Tenant with a notice to end tenancy for non-payment of rent (the “Notice”) by registered mail. The Tenant paid the outstanding rent in two instalments on November 7 and November 15, 2011. The Landlord accepted the rent for use and occupancy only. During the Hearing, the Parties reached an agreement to settle the dispute. In consideration for this agreement, the Landlord waives recovery of the filing fee for his application.

### 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 and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. The Tenant will pay the amount of \$1,100.00 for December rent on or before December 1, 2011. This amount will be paid by money order, bank draft or certified cheque.**
- 2. The Tenant will move out of the unit on or before 1:00 p.m. on December 31, 2011.**
- 3. The Landlord will retain the security deposit plus interest in the amount of \$400.00.**
- 4. The Tenant is not required to clean the unit at move-out.**
- 5. The Landlord will obtain an Order of Possession with an effective date of December 31, 2011.**

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 30, 2011.

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Residential Tenancy Branch