



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD, 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 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 the 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 their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that she received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on her door by the landlord on January 10, 2012. The tenant also confirmed that she received a copy of the landlord's dispute resolution hearing package sent to her by registered mail on January 31, 2012. 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? 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 tenancy commenced as a one-year fixed term tenancy on September 1, 2007. At the expiration of the initial term of this tenancy, the tenancy converted to a periodic tenancy. Monthly rent as of January 1, 2012 is set at \$1,580.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$702.50 security deposit paid on August 11, 2007, plus applicable interest.

The landlord issued the 10 Day Notice for unpaid rent of \$1,580.00 for January 2012. The parties agreed that the tenant has not paid any of this outstanding rent nor has she

made any payments towards her February 2012 rent. The landlord applied for a monetary award of \$3,160.00 to recover the unpaid rent for both months.

### 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.

During the hearing, the parties resolved all issues between them under the following terms:

1. Both parties agreed that the tenant will pay the landlord \$3,160.00 by 5:00 p.m. on February 24, 2012.
2. Both parties agreed that if the tenant abides by the terms of this agreement, the landlord's 10 Day Notice issued on January 10, 2012 will be cancelled and this tenancy will continue.
3. Both parties agreed that if the tenant does not abide by the terms of this agreement, the tenant will vacate the rental unit by 1:00 p.m. on February 26, 2012, by which time this tenancy will end.
4. Both parties agreed that the terms of this agreement constituted a final and binding resolution of all matters in dispute at this time between them arising out of this tenancy.

### Conclusion

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 **only** if the tenant does not abide by the terms of this 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.

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 \$2,493.39 to be used by the landlord **only** if the tenant does not abide by the terms of the above settlement. This amount allows the landlord to recover \$3,160.00 for unpaid rent and her \$50.00 filing fee for this application, and to retain the tenant's \$702.50 security deposit plus \$14.11 in interest payable on that deposit as partial satisfaction of the monetary award issued. 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 after February 24, 2012 if the

tenant does not abide by the terms of the above settlement. 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*.

Dated: February 21, 2012

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Residential Tenancy Branch