



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC, MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to an application by the landlord for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not before me, the month-to-month tenancy began in April 2010. The parties agree that the tenancy agreement documents that monthly rent is \$1,200.00. However, it is understood that at some point during the tenancy the rent was increased to \$1,500.00 in exchange for additional rental space being made available to the tenant. A security deposit of \$600.00 was collected. A move-in condition inspection report was not completed.

It is understood that while the tenancy agreement identifies only one (1) tenant, the tenant has also had “roommates” residing in the unit. The tenant claims that the landlord did not always issue receipts in exchange for payment of rent, and that the landlord sometimes collected rent from her “roommates.”

Documentary evidence submitted by the landlord is limited to a copy of the 1 month notice to end tenancy for cause dated December 7, 2011. The notice was served in-person on the tenant on that same date. Reasons shown on the notice for its issuance are as follows:

Tenant is repeatedly late paying rent

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Tenant has assigned or sublet the rental unit / site without landlord's written consent

The tenant claims that she vacated the unit on or about February 15, 2012. A move-out condition inspection report was not completed and, to date, the tenant has not provided the landlord with a forwarding address.

While the parties were generally argumentative during the hearing, they nevertheless undertook to achieve a resolution of the dispute.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that an order of possession will be issued in favour of the landlord;
- that the landlord will retain the tenant's full security deposit of \$600.00;
- that the tenant will pay the landlord \$1,850.00, and that a monetary order will be issued in favour of the landlord to that effect which, if necessary, can be filed in the Small Claims Court;
- that between them the parties will establish a schedule for payment for the above amount;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties, such that neither party will be filing a future application for dispute resolution concerning this tenancy.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,850.00**. Should it be necessary, this order may be served on the tenant, filed 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: February 23, 2012.

Residential Tenancy Branch