



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 and for damage to the unit, site or property 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 discuss the issues arising from the landlord's application with 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's representatives on February 7, 2012. She also confirmed that she received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on February 21, 2012. I am satisfied that the landlord served these documents to the tenant 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 and for damage arising out of this tenancy? 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 six-month fixed term tenancy on June 1, 2011. At the expiration of the initial term, the tenancy continued as a periodic tenancy. Monthly rent is set at \$1,395.00 plus \$30.00 for parking and storage, payable in advance on the first of each month. The landlord continues to hold the tenant's \$697.50 security deposit paid on June 1, 2011.

The landlord applied for a monetary award of \$1,445.00 for unpaid rent, parking and the storage fee for February 2012 and a \$25.00 late fee pursuant to their tenancy agreement. The landlord also applied to recover the \$50.00 filing fee for this application.

At the hearing, the parties agreed that the tenant paid \$550.00 on February 17, 2012, the Ministry of Social Development paid \$495.17 on the tenant's behalf later that month, and the tenant paid the remaining \$400.00 owing for her outstanding February 2012 rent on March 8, 2012. The parties also agreed that the landlord accepted these payments for use and occupancy. By doing so, the landlord did not agreed to cancel the 10 Day Notice and could still pursue an end to this tenancy and an Order of Possession.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve their dispute on the following terms:

1. Both parties agreed that the tenant will pay the landlord \$1,200.00 by 5:00 p.m. on March 15, 2012 and \$300.00 by 5:00 p.m. on March 21, 2012.
2. Both parties agreed that if the tenant complies with the terms of this agreement that the landlord's 10 Day Notice of February 7, 2012 will be cancelled and this periodic tenancy will continue.
3. Both parties agreed that if the tenant does not comply with the terms of this agreement this tenancy will end by 1:00 p.m. on March 23, 2012, by which time the tenant will have vacated the rental unit.
4. Both parties agreed that this settlement agreement resolves all issues in dispute arising out of this tenancy at this time.

The parties agreed that this settlement constituted a final and binding resolution of all issues currently in dispute.

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 comply with the terms of this agreement. Should the tenant 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 \$1,500.00. This Order includes the recovery of the landlord's \$50.00 filing fee for this application. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the financial terms of the above settlement. 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 any contravention of the financial terms of this settlement agreement. 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.

As the parties entered into an agreement that will enable this tenancy to continue, this tenancy is likely to continue and there is no need to consider the landlord's application to retain the tenant's security deposit at this time.

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: March 09, 2012

Residential Tenancy Branch