



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants 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 their dispute with one another. The female tenant (the tenant) confirmed that she was acting for the tenants at this hearing. She 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 December 6, 2011. The tenant also confirmed that the tenants received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on March 7, 2012. I am satisfied that the landlord served these documents and the landlord's written evidence to the tenants 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 recover the filing fee for this application from the tenants?

Background and Evidence

This six-month fixed term tenancy commenced on October 1, 2011. Monthly rent is set at \$780.00, payable in advance on the first of the month. The landlord continues to hold the tenants' \$390.00 security deposit.

The landlord issued the 10 Day Notice seeking \$780.00 in unpaid rent for December 2011. The parties agreed that at this time the tenants owe the landlord \$2,730.00 in unpaid rent for part of December 2011, and all of January, February and March 2012.

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.

Both parties agreed to resolve the landlord's application for dispute resolution under the following terms:

1. The tenants agreed to pay \$200.00 by 5:00 p.m. on March 23, 2012.
2. The tenants agreed to pay \$400.00 per month in addition to their regularly scheduled monthly rent on the first of each month from April 1, 2012 until September 1, 2012.
3. The tenants agreed to pay \$130.00 on October 1, 2012 in addition to the regularly scheduled rent for October 2012.
4. The landlord agreed to cancel the 10 Day Notice issued on December 6, 2012 and allow this tenancy to continue if the tenants comply with the financial terms of this agreement as outlined above.
5. Both parties agreed that the above agreement constituted a final and binding resolution of all issues in dispute at this time 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 tenants do not comply with the terms of their agreement. I provide the landlord with a formal copy of an Order of Possession to take effect within 2 days of the landlord's service of this notice to the tenant(s) following the tenants' non-compliance with 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 \$2,730.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the financial terms of the above settlement.

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 22, 2012

Residential Tenancy Branch