



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for an order of possession. The landlord also applied for a monetary order for unpaid rent, the filing fee and to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Does the tenant owe the landlord rent?

### **Background and Evidence**

The tenancy started on October 01, 2011 for a monthly rent of \$950.00. Prior to moving in the tenant paid a security deposit of \$475.00. On February 26, the parties entered into a mutual agreement to end the tenancy with an effective date of March 31, 2012. The tenant did not move out on March 31 and also owed \$650.00 towards rent for March. In addition the tenant also failed to pay rent for April.

During the hearing, both parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute.

Specifically, both parties agreed to the following:

- The tenant agreed to move out as soon as possible. An order of possession will be issued to the landlord effective two days after service on the tenant.
- The tenant agreed to allow the landlord to retain the security deposit of \$475.00.
- The tenant also agreed to pay the landlord **\$650.00** in full settlement of all monetary claims. A monetary order will be issued to the landlord for this amount.
- The parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Pursuant to the above agreement I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$650.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective two days after service on the tenant. The landlord may retain the security deposit of \$475.00. I also grant the landlord a monetary order in the amount of \$650.00.

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: April 19, 2012.

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Residential Tenancy Branch