



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent 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 the issues in dispute with one another. The male tenant (the tenant) confirmed that he was empowered to speak on behalf of the female tenant who was working at the time of the hearing. One of the landlord's representatives in attendance at the hearing (JM) testified that he posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door at 10:30 a.m. on March 16, 2012, witnessed by the other landlord representative at this hearing (CL). The male tenant (the tenant) first said that he only received a photocopy of the landlord's 10 Day Notice. He later corrected his testimony to state that he never received the 10 Day Notice the landlord's claim to have posted on the tenants' door on March 16, 2012. Based on section 90 of the *Act*, I find that on a balance of probabilities that it is more likely than not that the tenants were deemed served with the landlord's 10 Day Notice by March 19, 2012, three days after the landlords claim to have posted it on the tenants' door.

The tenant confirmed that both tenants received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail to both tenants on April 13, 2012. Pursuant to section 90 of the *Act*, I am satisfied that these packages were deemed served to the tenants on April 18, 2012, five days after their mailing,.

### 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 periodic tenancy commenced on March 1, 2010. Monthly rent is currently set at \$735.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$365.00 security deposit and \$200.00 pet damage deposit, both paid on February 26, 2010.

The landlord cited \$1,755.00 as owing in rent as of March 16, 2012, the date of issuance of the 10 Day Notice. Landlord JM testified that the tenants have not made any payments towards this outstanding rent since March 16, 2012. The landlord applied for a monetary award of \$2,490.00, an amount that added the monthly rent of \$735.00 owing for April 2012 to the \$1,755.00 cited in the 10 Day Notice.

The tenant testified that he has made some payments for outstanding rent in January 2012. Landlord JM testified that the January payments received from the tenants have been applied to rent owing from as long ago as October 2011.

### 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 all issues currently in dispute arising from this tenancy and the landlord's application for dispute resolution under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on May 7, 2012, by which time the tenants will have vacated the rental unit.
2. Both parties agreed that the monetary issues in dispute between them with respect to unpaid rent for the remainder of this tenancy will be resolved by the tenants' agreement to pay the landlord \$2,400.00, which allows the tenants to remain in the rental unit until May 7, 2012.
3. Both parties agreed that their settlement of their monetary dispute does not take into consideration the tenants' security and pet damage deposits, which will be addressed once the tenancy ends, depending on the condition of the rental unit when the tenants vacate the rental unit.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all monetary issues in dispute between the parties 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 if the tenants do not vacate the rental premises in accordance with their 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 \$2,400.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) 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: April 27, 2012

---

Residential Tenancy Branch