



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPC OPB MND MNR MNSD FF O

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the landlord for an order of possession for unpaid rent, for cause, and for breach of the tenancy agreement. The landlord is also seeking a monetary order for damage to the unit, unpaid rent, to keep all or part of the security deposit and for money owed or compensation under the *Act*, regulation or tenancy agreement.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The tenant stated that she received the landlord’s evidence package and had an opportunity to review it prior to the hearing. I find the tenant was served in accordance with the *Act*.

Preliminary Matter

At the start of the hearing, the landlord confirmed the tenant continue to occupy the rental unit. As a result, a claim for damages to the rental unit is premature. The landlord stated he wished to withdraw all monetary portions of his claim, with the exception of unpaid rent. Therefore, I dismiss the monetary portions of the application, other than the claim for unpaid rent, with leave to reapply. I note that this does not extend any applicable time limits under the *Act*.

Issue(s) to be Decided

- Should the landlord be granted a monetary order for unpaid rent?
- Should the landlord recovery the filing fee?

Background and Evidence

The parties agree that the tenancy began on January 14, 2012 for a fixed term expiring on December 31, 2012. The parties agree that rent in the amount of \$790.00 is due on the first day of each month. Both parties also agree that rent for the months of June and July, 2012, for a total of \$1,580.00, remains owing to the landlord.

Settlement Agreement and Analysis

Section 63 of the *Act*, states:

Opportunity to settle dispute

- 63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the parties was reached. The mutual agreement is that the tenancy will end effective July 25, 2012 at 1:00 p.m. Based on the mutual agreement of the parties, I grant the landlord an order of possession effective no later than **July 25, 2012 at 1:00 p.m.**

I also find that the landlord is entitled to a monetary order pursuant to section 67 of the *Act*, for rent owing in the amount of **\$1,580.00**.

As the landlord was successful in his application, I grant the landlord the recovery of the filing fee in the amount of **\$50.00**.

Conclusion

Based on the mutual agreement of the parties, I grant the landlord an order of possession effective **July 25, 2012 at 1:00 p.m.** This order may be filed in the Supreme Court and enforced as an order of that court.

I find that the landlord is entitled to monetary compensation pursuant to section 67 in the amount of **\$1,630.00** comprised of \$1,580.00 in rent owed and \$50.00 for recovery of the filing fee. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

For the benefit of both parties I have included *A Guide for Landlords and Tenants in BC* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 06, 2012

Residential Tenancy Branch