



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MNSD

### 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 retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on his door on July 16, 2012. The tenant confirmed that in early August 2012, he received a copy of the landlord's dispute resolution hearing package by registered mail. I am satisfied that the landlord served the above 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? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

### Background and Evidence

This periodic tenancy commenced on December 15, 2011. Monthly rent is set at \$500.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$250.00 security deposit.

At the hearing, the parties agreed that the tenant has not paid one-half of his June 2012 rent, or any portion of his July and August 2012 rent. The landlord requested an Order of Possession and a monetary award of \$1,250.00 to reflect the current status of the outstanding rent owed for this tenancy.

### 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 their dispute under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on August 23, 2012, by which time the tenant will have vacated the rental premises and returned his keys to the landlord.
2. The tenant agreed to pay the landlord \$1,000.00 in cash by 6:00 p.m. on August 24, 2012.
3. The landlord agreed to issue a written receipt for the tenant's cash payment as set out in this agreement.
4. Both parties agreed that the landlord will retain the tenant's security deposit.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute 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 tenant does 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 \$1,000.00. 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 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 a failure to comply with the terms of the above 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.

In accordance with the settlement agreement between the parties, I order that the landlord retain the tenant's security deposit plus applicable interest. No interest is payable over this period.

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: August 20, 2012

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Residential Tenancy Branch