



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

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

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant 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 cross-examine one another. The tenant confirmed that the landlord's building manager handed her a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on June 2, 2012. The tenant confirmed that she received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on June 26, 2012. I am satisfied that the landlord served these documents to the tenant in accordance with the *Act*.

At the hearing, the landlord lowered the requested amount of the monetary award sought from the tenant to \$320.00 from \$321.00.

Issues(s) to be Decided

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 tenant?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on November 15, 2010. After the expiration of the initial term, the tenancy continued on a month-to-month basis. Current monthly rent is set at \$1,125.00, payable in advance on the first. The landlord continues to hold the tenant's \$549.00 security deposit paid on October 9, 2010.

The landlord's application for a monetary award of \$321.00 (reduced to \$320.00 at this hearing) included \$147.00 for unpaid rent for May 2012, \$124.00 for June 2012 and the recovery of the \$50.00 filing fee for this application.

The tenant did not dispute the landlord's assertion that she had withheld \$147.00 from her rent for May 2012 and \$124.00 for June 2012, as a result of the landlord's failure to

conduct needed repairs in her rental unit. She confirmed that she had no legal authorization to withhold her rent during those months. Both parties agreed that the tenant resumed paying her full monthly rent in July 2012, after the landlord completed the requested repairs.

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 a settlement of all issues currently arising out of this tenancy under the following terms:

1. The tenant agreed to pay \$320.00 in cash to the landlord by 5:00 p.m. on September 20, 2012.
2. The landlord agreed to issue a written receipt for the tenant's \$320.00 cash payment.
3. The landlord agreed to cancel the 10 Day Notice issued on June 2, 2012.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time and that neither party will commence an application for dispute resolution arising out of the issues in dispute at this hearing.

Conclusion

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 \$320.00. 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.

As per the terms of the settlement agreement between the parties, the 10 Day Notice of June 2, 2012 is cancelled.

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 31, 2012

Residential Tenancy Branch