



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR OPB MNR MNSD FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for an order of possession for unpaid rent, an order of possession for breach of an agreement with the landlord, for a monetary order for unpaid rent or utilities, authorization to keep all or part of the security deposit, and to recover the filing fee.

The tenant, an occupant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed receiving the evidence package from the landlord and had the opportunity to review it prior to the hearing. I find the tenant was served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The tenancy will end on **November 30, 2012 at 1:00 p.m.**
2. The landlord will be granted an order of possession effective **November 30, 2012 at 1:00 p.m.**
3. The parties agree to meet at the rental unit on November 30, 2012 at 1:00 p.m. for the purposes of participating in a move-out condition inspection.
4. The parties agree that the tenant owes the landlord **\$1,160.00** comprised of unpaid rent for October and November 2012 and the \$50.00 filing fee.

5. The parties agree that the security deposit of **\$350.44** which includes interest, will be retained in full by the landlord in partial satisfaction of the amount owing to the landlord, resulting in a balance owing to the landlord in the amount of **\$809.56**
6. The landlord will be granted a monetary order in the amount of **\$809.56**
7. The tenant agrees to make 2 payments of **\$404.78** to the landlord in full satisfaction of the balance owing of \$809.56.
8. The tenant will make the 2 payments of \$404.78 on the following dates: Payment #1 on November 26, 2012 and Payment #2 on December 10, 2012.
9. The landlord will issue a receipt for each payment made by the tenant and agrees not to enforce the monetary order unless a payment is not made by the tenant as per the above terms.
10. If the landlord receives both payments from the tenant in full satisfaction of the amount owing of \$809.56, the monetary order will be of no force or effect.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

#### Conclusion

I grant the landlord an order of possession effective November 30, 2012 at 1:00 p.m. The landlord must serve the tenant with the order of possession. This order may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

I grant the landlord a monetary order in the amount of \$809.56 which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

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: November 21, 2012

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Residential Tenancy Branch