



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2011. The monthly rent is \$875.00 due in advance on the first of each month. Both parties agreed that at the time of the hearing, the outstanding rent amount owed to the landlord was \$1,223.00.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute:

- Specifically, it was agreed that the landlord would allow the tenancy to continue on condition that the tenant paid the outstanding rent in the amount of \$1,223.00 on or before December 07, 2011
- The tenant agreed to pay \$1,223.00 on or before December 07, 2011
- A monetary order will be issued to the landlord for this amount.

- The tenant stated that he understood that an order of possession will be issued to the landlord and that if he did not pay outstanding rent, as per the above terms, he would have to move out of the rental unit .
- The landlord agreed to serve the order of possession only in the event that the tenant failed to pay the outstanding rent of \$1,223.00 on or before December 07, 2012.
- Both parties stated that they understood and agreed that these particulars are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

### **Conclusion**

The notice to end tenancy is set aside and the tenancy will continue according to the terms agreed upon by both parties and documented above.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective two days after service on the tenant. . The Order may be filed in the Supreme Court for enforcement.

Also pursuant to the above agreement, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$1,223.00. This order may be filed in the Small Claims Court and enforced as an order 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: December 04, 2012.

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Residential Tenancy Branch