



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel a Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and loss of rent; and, authorization to retain the security deposit.

Both Applications for Dispute Resolution identified two co-tenants; however, only one of the named tenants (referred to by initials AW) appeared at the hearing. AW confirmed she was representing herself and the other named tenant (referred to by initials BP).

I was provided evidence that AW, along with BP and other occupants reside in the rental unit, but that only BP had signed the written tenancy agreement. The written tenancy agreement had an expiry date of September 30, 2011 and required the tenant to vacate the rental unit at the end of the fixed term. Both parties were in agreement that a new tenancy agreement was not entered into after the expiry date but that the agreement merely continued on a month-to-month basis.

As AW was not a signatory to the written tenancy agreement I found that she was not a tenant, as defined by the Act, and I amended the Applications for Dispute Resolution to exclude her. AW remained at the hearing in the capacity as an agent for BP.

After both parties had an opportunity to be heard, the parties indicated a willingness to resolve this dispute by way of a mutual agreement. I have recorded the mutual agreement in this decision and by way of the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms:

1. The tenant shall pay the landlord \$11,800.00 representing rent for the months up to and including January 2013 no later than 15 days after the date of this hearing.
2. If the tenant fails to fulfill the above term the landlord may serve and enforce the Order of Possession and Monetary Order that accompany this decision.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have recorded the mutual agreement reached during the hearing by way of this decision and I have provided the landlord with the following orders that may be served and enforced if the tenant fails fulfill term no. 1 of the mutual agreement:

- A. An Order of Possession effective two (2) days after service upon the tenant; and,
- B. A Monetary Order in the amount of \$11,800.00.

I award the filing fee to the landlord and authorize the landlord to deduct \$100.00 from the tenant's security deposit in satisfaction of this award. I also authorize the landlord to retain the balance of the security deposit and enforce the balance outstanding in Provincial Court in the event the tenant fails to satisfy term no. 1 of the mutual agreement in its entirety.

Conclusion

The parties resolved this dispute by way of a mutual agreement. The landlord has been provided an Order of Possession and Monetary Order that the landlord may serve and enforce if the tenant fails to fulfill term no. 1 of the mutual agreement. The landlord has been authorized to make deductions from the security deposit in accordance with this decision.

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: January 03, 2013.

Residential Tenancy Branch

