



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*OPL, 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. The landlord also applied for a monetary order for unpaid rent and the filing fee and to retain the security deposit in partial 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? Does the tenant owe the landlord rent?

### **Background and Evidence**

The tenancy started on August 01, 2011. On June 28, 2012, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The landlord's claim was discussed at length.

During the hearing, both 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, both parties agreed to the following:

- The tenant agreed to move out on or before **1:00 p.m. on January 15, 2013**. The landlord agreed to allow the tenancy to continue until this date. An order of possession will be issued to the landlord effective this date.
- The tenant agreed that he owed the landlord **\$1,750.00** in unpaid rent. A monetary order will be issued to the landlord for this amount.
- The landlord agreed to allow the tenant to occupy the rental unit rent free for the month of December 2012, pursuant to compensation for ending a tenancy for landlord's use of property. (Section 51 of the *Residential Tenancy Act*)
- Both parties agreed that the landlord may retain the security deposit towards rent for the period of January 01 to January 15, 2013.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective January 15, 2013. The Order may be filed in the Supreme Court for enforcement.

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.

Ppursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$1,750.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 p.m. on January 15, 2013** and a monetary order in the amount of **\$1,750.00**.

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: November 28, 2012.

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Residential Tenancy Branch

