



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, OPC, MNR, MNSD, SS

### Introduction

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

- an Order of Possession for unpaid rent and for cause pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- an order to be allowed to serve documents or evidence in a different way than required by the *Act* pursuant to section 71;

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 landlord entered two Proof of Service Documents signed by an individual who initially connected with this hearing. In these documents, this individual stated that he posted a 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on the tenant's door at 5:30 p.m. on November 30, 2012 and a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door on December 20, 2012 at 5:45 p.m. The tenant testified that she did not receive either of these Notices. As the parties reached a settlement agreement regarding this dispute, it was not necessary to obtain sworn testimony from the landlord's witness, nor was it necessary for me to make a finding with respect to whether the landlord's Notices were served properly.

The tenant testified that the landlord's representative (the individual who initially connected with this hearing) handed her a copy of the landlord's dispute resolution hearing package on or about January 7, 2013. I am satisfied that the landlord's dispute resolution hearing package was served to the tenant in accordance with the *Act*.

At the hearing, the landlord withdrew his application for a monetary award (including authorization to retain the tenant's security deposit) and for a substituted service order.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent or cause?

### Background and Evidence

The tenant said that she moved into the rental unit on July 1, 2012. The landlord testified that the tenant's monthly rent is supposed to be \$800.00, payable in advance on the first of the month. The tenant disputed this assertion. She maintained that her monthly rent has been \$400.00 and covers the two bedroom rental unit she has been residing in since July 2012. The landlord gave undisputed sworn testimony that there is no formal written residential tenancy agreement for this rental unit. However, he said that an "intent to rent" form was submitted to the Ministry of Social Development (the Ministry), the agency that has been paying the tenant's monthly rent. The parties agreed that the landlord continues to hold the tenant's \$200.00 security deposit paid on or about July 1, 2012.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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 resolve their dispute and the landlord's application on the following final and binding terms:

1. Both parties agreed to end this tenancy by 1:00 p.m. on February 28, 2013, by which time the tenant agreed that she will have vacated the rental unit.
2. The landlord agreed to withdraw his application for a monetary award for unpaid rent arising out of this tenancy.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 30, 2013

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Residential Tenancy Branch

