



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KIM GIN & SONS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on February 5, 2013, by the Landlord to obtain an Order of Possession for unpaid rent and a Monetary Order for: unpaid rent or utilities; to keep all or part of the security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: Canada Post receipts and a 10 Day Notice to end tenancy for unpaid rent. The Tenant did not submit documentary evidence.

The parties agreed they entered into a month to month tenancy that began on July 15, 2011. Rent is payable on the first of each month in the amount of \$750.00. On September 1, 2011 the Tenant paid \$375.00 as the security deposit.

During the course of this proceeding the parties agreed to settle this matter.

Analysis

The parties agreed to settle this matter on the following terms:

- 1) The Landlord withdraws their application in favor of this settlement agreement; and
- 2) The Tenant will have vacated and cleaned the rental unit by 11:00 p.m. on March 1, 2013; and
- 3) The Tenant will return the keys to the Landlord by 11:00 p.m. on March 1, 2013; and
- 4) The Tenant agrees to pay the outstanding rental arrears up to the end of February 2013 in the amount of \$1,875.00; and
- 5) The Landlord will be issued an Order of Possession and a Monetary Order in support of the settlement agreement.

Conclusion

The parties agreed to settle these matters in accordance with section 63 of the *Residential Tenancy Act*.

The Landlord has been issued an Order of Possession effective **March 1, 2013**. This Order is legally binding and must be served upon the Tenant.

The Landlord has been issued a Monetary Order in the amount of **\$1,875.00**. This Order is legally binding and must be served upon the Tenant.

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: March 01, 2013

Residential Tenancy Branch

