



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

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

- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

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 tenant did not dispute the landlord's sworn testimony that on December 15, 2012, the landlord received the tenant's written notice to end this tenancy by December 31, 2012. The tenant said that she received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail shortly after January 24, 2013. I am satisfied that the landlord served her hearing package and her written evidence to the tenant in accordance with the *Act*.

During the hearing, the tenant identified two males whom she planned to call as witnesses for this hearing. As both individuals were identified as potential witnesses by the tenant and not as advocates or agents, I asked these individuals to leave the room so they could not participate in this teleconference hearing until they were called to give their sworn testimony. One of these individuals returned to the room where the tenant was connected with this hearing and attempted to intervene in the hearing on her behalf without being called as a witness. Since both this individual and the tenant confirmed that he was not acting on the tenant's behalf as her agent, I requested that this individual leave her room and refrain from participating in this hearing until such time as he was called as a witness, if the tenant chose to call him. This individual agreed to exit the room and took no formal part in this hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy commenced on or about July 30, 2007. Monthly rent for the lower suite in this rental home was set at \$600.00, by the time the tenant ended her tenancy in December 2012. The tenant said that she vacated the premises by December 15, 2012, although the end date for her tenancy was identified as December 31, 2012.

The landlord applied for a monetary award of \$600.00 for unpaid rent owing from December 2012, the last month of this tenancy, plus the recovery of her \$50.00 filing fee. The tenant did not dispute the landlord's claim that the tenant did not pay her rent for December 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 all issues arising out of this tenancy under the following terms of settlement:

1. Both parties agreed to settle the landlord's monetary claim by the tenant's commitment to pay the landlord a total of \$650.00.
2. To implement this settlement agreement, the tenant agreed to send the landlord negotiable cheques in the amount of \$50.00 or more by the 28th of each month, until such time as the tenant's full payment of \$650.00 has been made.
3. Both parties agreed that this settlement agreement constituted a full and binding resolution of all issues arising out of this tenancy for both parties.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$650.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: April 17, 2013

Residential Tenancy Branch

