



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, 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 his 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 April 15, 2009. The monthly rent is \$1,340.00. Prior to moving in the tenant paid a security deposit of \$650.00. On August 01, 2013, the landlord served the tenant with a notice to end tenancy for unpaid rent. Both parties agreed that the tenant owed the landlord \$2,880.00 in unpaid rent. The landlord agreed that he held \$650.00 as a security deposit. No interest has accrued for the period of the tenancy and therefore the tenant agreed that the net amount owing to the landlord is \$2,230.00.

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 Arbitrator 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 October 01, 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 to allow the landlord to retain the security deposit and to pay the landlord the balance of **\$2,230.00**. A monetary order will be issued to the landlord for this amount.
- 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.

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

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective October 01, 2013. The Order may be filed in the Supreme Court for enforcement.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$2,230.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit. I grant the landlord an order of possession effective on or before **1:00 p.m. on October 01, 2013** and a monetary order in the amount of **\$2,330.00**.

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: September 25, 2013

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Residential Tenancy Branch

