



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNSD, MNDC, FF, O

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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement 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
- authorization to recover his 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 landlord's agent testified that the landlord posted the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on the tenant's door on June 7, 2013. The tenant testified that she received this Notice on June 11, 2013. The landlord's agent also testified that the landlord handed the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on August 2, 2013. The tenant testified that she received this Notice taped to her door on August 5, 2013. The landlord's agent testified that another agent of the landlord (JP) handed a copy of the landlord's dispute resolution hearing package to the residents living in the rental unit at the front of the house on August 20, 2013. The tenant confirmed that she received the hearing package well in advance of this hearing and was prepared to discuss the landlord's application at this hearing. I am satisfied that the tenant received all of the above documents from the landlord.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent or for cause? Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy commenced on February 1, 2013. The parties agreed that the tenant's monthly rent of \$675.00 has generally been paid by the Ministry of Social Development (the Ministry) to the landlord on the tenant's behalf in advance of the first of each month when rent became due. The landlord continues to hold a \$336.50 security deposit for this tenancy paid on January 29, 2013.

The landlord issued the 1 Month Notice because the landlord maintained that more than one person has been residing in this rental unit. The landlord's agent maintained that this contravened the terms of the tenancy agreement. The landlord's 10 Day Notice identified \$675.00 as owing as of August 1, 2013.

The landlord applied for a monetary award of \$5,000.00. Other than the unpaid rent owing from August 2013 and more recently for September 2013, the landlord's agent could not provide any detailed breakdown of the requested amount identified in the landlord's application for a monetary Order. The tenant testified that she asked the Ministry to hold back the issuance of cheques to the landlord when he applied for an end to this tenancy for cause. She testified that the Ministry remains willing to issue cheques to the landlord in 5 business days.

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 in dispute currently arising out of this tenancy under the following final and binding terms:

1. The landlord agreed to prepare and deliver a letter to the tenant by 5:00 p.m. on September 27, 2013, in which the landlord requests payment of rent for this tenancy for the months of August, September and October 2013 as this tenancy is scheduled to continue until October 31, 2013.
2. The tenant agreed to contact her worker at the Ministry to ask the Ministry to hand the tenant \$1,350.00 in rent cheques by 4:00 p.m. on September 27, 2013, payable to the landlord for rent owing for August and September 2013 and further agreed that she will immediately hand these cheques to the landlord as soon as she receives them.
3. The tenant agreed to ensure that a total of \$1,350.00 is paid on her behalf to the landlord for the months of August and September 2013 and further agreed that

she will ensure that a rental payment of \$675.00 is paid on her behalf directly to the landlord by mail for this tenancy.

4. The tenant agreed to vacate the rental unit within two days of September 27, 2013 if she does not abide by the monetary terms of this settlement agreement and if the landlord has not received negotiable cheques totalling \$1,350.00 for the outstanding rent currently owed to the landlord for this tenancy.
5. Both parties agreed that if the parties comply with the terms of this settlement agreement that this tenancy will end by October 31, 2013, by which time the tenant will have vacated the rental premises.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached 2 day Order of Possession to be used by the landlord **only** if the tenant does not comply with the terms of their agreement **and** fails to vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the 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.

In order to implement the above settlement, I issue a monetary Order in the landlord's favour in the amount of \$1,350.00. 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 monetary 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: September 25, 2013

Residential Tenancy Branch

