



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee. The landlord also applied to retain the security deposit in satisfaction of the 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? Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started about ten years ago. The current monthly rent is \$850.00 due in advance on the first of each month. Both parties agreed that at the time of the hearing, the outstanding rent amount owed to the landlord was \$850.00.

During the hearing the 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, it was agreed that the landlord would allow the tenancy to continue on condition that the tenant paid the outstanding rent in the amount of \$850.00 on or before October 31, 2013.
- The parties also agreed that the tenancy would end in the event that the tenant did not pay rent for October by October 31, 2013.
- The tenant stated that she understood that an order of possession will be issued to the landlord and that if she did not pay outstanding rent, as per the above terms, she would have to move out of the rental unit.
- The landlord agreed to serve the order of possession only in the event that the tenant failed to pay the outstanding rent.
- The parties also agreed that in the event the tenancy ended, the tenant would pay \$400.00 in full and final settlement of all claims, against each other, including the security deposit. A monetary order will be issued to the landlord in this amount.
- Both parties stated that they understood and agreed that these particulars are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

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

Also pursuant to the above agreement, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$400.00. This order may be filed in the Small Claims Court and enforced as an order 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: October 22, 2013

Residential Tenancy Branch

