



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPR, MNR, MNDC, 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.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Is the landlord entitled to an order of possession and a monetary order for unpaid rent?

### **Background and Evidence**

The tenancy started on September 01, 2013. The monthly rent is \$700.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$350.00.

The tenant stated that the person that takes care of the maintenance of the rental unit authorized the tenant to carry out some repairs to the roof and take care of some general maintenance around the rental unit. The tenant stated that upon completion of the repair work, he presented an invoice to the landlord. The landlord refused to pay and therefore the tenant deducted what was owed to him from rent for January 2014 and paid the balance of \$200.00. The tenant also filed an application for dispute resolution and this matter is scheduled to be heard on March 05, 2014.

On January 15, 2014, the landlord served the tenant with a notice to end tenancy for unpaid rent. The tenant did not pay the balance of rent for January and also failed to pay rent for February 2014.

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 March 01, 2014**. 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 keep the security deposit and pay the landlord an additional **\$350.00** in full and final settlement of all claims against the landlord
- The landlord agreed to retain the security deposit and accept an additional \$350.00 in full and final settlement of all claims against the tenant. A monetary order will be issued to the landlord for this amount.
- The tenant agreed to pay this amount owed (\$350.00) by email transfer on this date – February 25, 2014
- 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.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective on or before **1:00 p.m. on March 01, 2014**. 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 **\$350.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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.

Both parties agreed that this settlement includes the resolution of the dispute filed by the tenant and scheduled to be heard on March 05, 2014

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 p.m. on September 30, 2013** and a monetary order in the amount of **\$350.00**.

The landlord may retain the security deposit of \$350.00.

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: February 25, 2014

