



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF

### 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 pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; 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, to call witnesses and to discuss this application. The tenant testified that the landlord handed her the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on November 14, 2013. The tenant confirmed that she received a copy of the landlord's dispute resolution hearing package which the landlord testified he sent to the tenant by registered mail on February 12, 2014. I am satisfied that the landlord served the above documents to the tenant in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? 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

The parties agreed that this periodic tenancy began by way of an oral tenancy agreement that took effect on March 1, 2012. Monthly rent for this rental suite is set at \$900.00, of which the tenant pays one-half. The landlord continues to hold a \$450.00 security deposit for this tenancy paid by March 1, 2012.

The landlord amended his original application for a monetary award of \$5,175.00 to \$4,950.00, the amount of unclaimed rent the landlord was seeking at this hearing. The

landlord entered written evidence that this amount covered rent owing from April 2013 until February 2014.

At the hearing, the tenant maintained that she was only responsible for a \$450.00 portion of the monthly rent for this suite. She said the other co-tenant is now deceased. The tenant testified that the landlord has not issued receipts for payments during this tenancy. The landlord said that rental payments have generally been paid directly by the Ministry (of Social Development). The tenant said that she paid the landlord \$360.00 for December 2013, but admitted that nothing has been towards this tenancy for January, February or March 2014, a total of \$1,350.00.

### 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 settle all of the issues in dispute between them at this time on the basis of the following final and binding terms.

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 1, 2014, by which time the tenant will have vacated the rental property and surrendered her keys to the landlord.
2. Both parties agreed that they will attend the rental unit at 1:00 p.m. on April 1, 2014, at which time they will participate in a joint move-out condition inspection of the rental unit in accordance with the *Act*.
3. The tenant agreed to pay the landlord a sum of \$1,400.00 on a schedule to be arranged between the parties.
4. The landlord agreed that the tenant's payment of \$1,400.00 satisfies the landlord's claim for a monetary award for unpaid rent in this application.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute 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 Order of Possession to be used by the landlord if the tenant does not 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 by the

time and date set out in 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 reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,400.00. 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.

As this tenancy continues until April 1, 2014, and it is unclear as to whether damage has arisen during this tenancy for which the tenant is responsible, the normal provisions of the *Act* apply to the security deposit held for this tenancy. I note that the settlement agreement reached between the parties has no effect on that deposit, as it was not in dispute at the time of this hearing nor did it form any part of the landlord's application.

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: March 26, 2014

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Residential Tenancy Branch

