



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlords' 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;
- 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 the 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 and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This month to month tenancy began September 1, 2014 with a rental amount of \$900.00 payable on the first of each month. The landlord continues to hold a security deposit in the amount of \$450.00 paid by the tenant on September 9, 2014. The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent with an effective date of November 27, 2014.

The 10 Day Notice was served to the tenant by posting on the tenant's door on November 17, 2014. The tenant acknowledged service of the 10 Day Notice. Pursuant to section 88 and 90 of the *Act*, I accept that the 10 Day Notice was deemed served on November 20, 2014, 3 days after its posting with a corrected effective date of November 30, 2014.

The landlord served the tenant with a copy of the dispute resolution hearing package by registered mail on December 11, 2014. The landlord provided a receipt and tracking number for the mailing. Pursuant to section 89 and 90 of the *Act*, the tenant was deemed served the landlord's dispute resolution hearing package on December 16, 2014, 5 days after its registered mailing.

Both parties testified that the tenant's rent is paid through the Ministry of Housing and Social Development ("the Ministry"). Both parties testified that they have made attempts to contact the Ministry with respect to unpaid rent with no response. The landlord received partial payment in the amount of \$331.76 on January 7, 2015. Both parties agree that a rental amount of \$568.24 remains outstanding as a result of a (smaller) payment to the landlord in October/November.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agree as follows:

1. The tenant will attend to the Ministry office on or before January 9, 2015.
2. The tenant will report to the landlord's agent to advise whether the Ministry will pay her rent on or before January 9, 2015 at 6:00 p.m.
3. If rent is not paid by January 16, 2015, the tenancy will end and the tenant will vacate the rental unit by January 17, 2015.
4. If the tenancy continues, the rent will be paid as required by the tenancy agreement and the *Residential Tenancy Act* on the first of each month in the amount of \$900.00.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between these parties, I issue the attached Order of Possession effective January 17, 2015, to be used **only** in the event that the tenant fails to abide by the terms of the settlement agreement as outlined above. The landlord is provided with this Order in the above terms and the tenant must be served

with this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: January 09, 2015

Residential Tenancy Branch

