



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capital Region Housing Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Witness provided evidence of service of the notice to end tenancy under oath. During the Hearing the Parties reached an agreement to resolve the dispute.

### Undisputed Facts

The tenancy began on September 1, 2005. Rent of \$311.00 is payable monthly on the first day of each month. At the outset of the tenancy, the Landlord collected \$280.00 as a security deposit from the Tenant. The Tenant failed to pay full rent for March 2015 and on March 6, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by posting the Notice on the door. The Tenant did not make an application for dispute resolution and has not moved out of the unit. The Tenant paid \$220.00 to the Landlord on March 18, 2015 and on April 1, 2015 the Tenant paid the full rent of \$311.00 for April 2015. The Landlord provided the Tenant with a receipt noting that the monies were received for “use and occupancy only”. The Tenant did not understand what the term “use and occupancy” meant. On March 18, 2015 the Landlord verbally informed the Tenant that they were still seeking an order of possession. On April 1, 2015 and following the Landlord did not say anything to the Tenant about their intentions to continue to seek an order of possession.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and 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 pay \$394.00 to the Landlord no later than midnight April 30, 2015;**
- 2. The Tenant will pay \$311.00 on or before June 1, 2015 for June 2015 rent;**
- 3. The tenancy will end on or before 1:00 p.m. on June 30, 2015; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

At the request of the Landlord and to give effect to the above agreement I provide an Order of Possession to the Landlord in accordance with the agreed end of tenancy date.

Conclusion

**I grant** an Order of Possession to the Landlord effective on or before 1:00 p.m. on June 30, 2015.

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: April 29, 2015

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Residential Tenancy Branch

