



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR-S, 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;
- 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;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlord, P.H. (the landlord) attended the hearing via conference call and provided affirmed testimony. The landlord, B.H. did not attend and is unrepresented. The tenant attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on November 9, 2018. The landlord submitted a copy of the Canada Post Registered Mail Receipt and Tracking label as confirmation. The tenant confirmed that no documentary evidence was filed. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to an order of possession for unpaid rent?

Are the landlords entitled to a monetary order for unpaid rent and recovery of the filing fee?

Are the landlords entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlords seek an order of possession and a monetary order for unpaid rent of \$1,500.00 which consists of:

\$750.00	Unpaid Rent, October 2018
\$750.00	Unpaid Rent, November 2018

The landlords' claim that the tenant was served with a 10 Day Notice dated October 29, 2018 by posting it to the rental unit door on October 29, 2018. The 10 Day Notice sets out that the tenant failed to pay rent of \$750.00 that was due on October 1, 2018 and an effective end of tenancy date of November 11, 2018. The landlords have submitted a copy of page 1 out of 2 pages of a proof of service document showing that the tenant was served with the 10 Day Notice dated October 29, 2018 by posting it to the rental unit door.

### Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The landlord agrees to cancel the application for dispute.

Both parties agreed to the tenant paying to the landlords \$1,500.00 for rental arrears, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in both of their applications for dispute resolution. The parties agree to meet on December 4, 2018 at 8pm in the Landlord's Driveway to make this payment.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$1,500.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) 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.

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: December 04, 2018

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Residential Tenancy Branch