

DECISION

Dispute Codes OPR, MNR, SS

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
- an order to be allowed to serve documents or evidence in a different way than required by the *Act* pursuant to section 71.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenant confirmed that the landlord handed her a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on August 16, 2011. The tenant also confirmed that the landlord handed her a copy of the landlord's dispute resolution hearing package on August 30, 2011. I am satisfied that these documents were served by the landlord in accordance with the *Act*.

As the tenant confirmed receiving the above documents, there was no need to consider the landlord's application to be allowed to serve documents or evidence in a different way than required under the *Act*.

At the commencement of the hearing, I clarified the spelling of the tenant's name which was corrected to that shown above. The tenant also said that the premises were rented to her and her co-habitant who participated in this hearing and questioned whether the landlord wished to add him to this application. The landlord declined to add the co-habitant to his application.

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?

Background and Evidence

The parties disagreed as to when this periodic tenancy commenced. The landlord said that he believed that the tenancy started in December 2010, although he was not certain as to the date. The tenant testified that the tenancy began on January 15, 2011. The landlord has not prepared a residential tenancy agreement for this tenancy.

Monthly rent is set at \$700.00, payable in advance on the first of the month. After some discussion, the parties agreed that the tenant paid a \$350.00 security deposit on or about January 15, 2011, an amount still held by the landlord.

The landlord applied for a monetary award of \$1,400.00. He said that the tenant has not paid rent for June, July, August or September 2011, for a current total of \$2,800.00 in outstanding rent.

The tenant said that her rent was supposed to have been paid by the relevant provincial Ministry through a shelter allowance. However, she said that she has been unable to obtain these payments because the landlord had refused to sign an Intent to Rent form for forwarding to the Ministry. The tenant confirmed that she has not paid rent for August or September 2011.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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 their dispute on the following terms:

1. The parties agreed that the tenant will pay the landlord \$1,750.00 by September 30, 2011.
2. The parties agreed that in the event that the tenant does not comply with the monetary provisions of this agreement, this tenancy will end on September 30, 2011 and the landlord will be allowed to take possession of the rental unit within two days.
3. The parties agreed that if the tenant complies with the monetary terms of this agreement, the tenancy will continue until 1:00 p.m. on October 31, 2011, at which time this tenancy will end.
4. The parties agreed that the landlord will retain the tenant's \$350.00 security deposit.
5. The landlord agreed to sign an Intent to Rent form for forwarding by the tenant to the appropriate provincial ministry.
6. The parties agreed that this agreement constitutes a final and binding resolution of all matters in dispute between the parties at this time.

Conclusion

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 \$1,750.00. I deliver this Order to the landlord in support of the above agreement for use 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 September 30, 2011 if the tenant does not comply with the monetary terms of their 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.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Orders of Possession to be used by the landlord if the tenant does not abide by the terms of their agreement. A 2 Day Order of Possession is provided to the landlord to be used only if the tenant does not comply with the monetary terms of their agreement. An Order of Possession to take effect on October 31, 2011 is also provided to be used if the tenant abides by the monetary terms of this agreement but does not vacate the premises by October 31, 2011.

Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as an Order of the Supreme Court of British Columbia.

As per the parties' agreement, I allow the landlord to retain the tenant's security deposit.

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*.