



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Preliminary Matters

The parties agree that the landlord did not correctly name the tenant in his application for dispute resolution, or on a 10 day notice to end tenancy for unpaid rent. Accordingly, with the consent of both parties the name of the tenant is amended to show the tenant's correct name in all documents created as a result of this hearing.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The tenancy began on May 1, 2012, monthly rent is \$650.00, and a security deposit of \$325.00 was collected.

Arising from rent which remained unpaid when due on September 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent dated September 15, 2013. The landlord claims that he served the notice by way of posting on the unit door on that same date. However, the tenant claims that she never received the notice.

The tenant also claims that all rent is paid in full to the end of August 2013, but that she has made no payment of rent for September, October or November 2013.

During the hearing the parties attempted to settle the dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, the parties achieved a settlement and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by no later than **Saturday, November 30, 2013**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the landlord will retain the tenant's **security deposit** of **\$325.00**;
- that a **monetary order** will be issued in favour of the landlord in the amount of **\$1,675.00**;
- that the above monetary order is comprised as follows:

\$650.00: *unpaid rent for September*

\$650.00: *unpaid rent for October*

\$650.00: *unpaid rent for November*

\$50.00: *filing fee*

Sub-total: \$2,000.00

MINUS: \$325.00 (*security deposit*)

TOTAL: \$1,675.00

- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective **Saturday, November 30, 2013**. This order must be served on the tenant. Should the tenant fail to

comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,675.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order 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: November 20, 2013

Residential Tenancy Branch

