



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## Agreement

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This matter dealt with an application by the landlord for an Order of Possession and a Monetary Order for unpaid rent and to recover the filing fee for this proceeding. The landlord also applied to keep all or part of the security deposit.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were sent to the tenant by registered mail on, June 16, 2009. The tenant representative confirmed he had received them.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence and make submissions. During the course of the hearing I assisted the parties to resolve the dispute themselves and the parties came to the following agreement as a final settlement of the claim.

The tenants' representative does not dispute that the tenant owes **\$2,270.00** to the landlord in unpaid rent, parking fees, late fees and fees for insufficient funds. The tenants' representative has agreed on the tenants' behalf that the tenant will pay an additional **\$380.00** per month on the first of each month along with the rent due of **\$685.00** and **\$10.00** for parking fees. This additional amount will be paid for the following six months starting in July, 2009 until the debit is paid.

The tenants' representative is aware and has agreed that if the tenant does not pay this additional amount then the landlord will apply for an Order of Possession and a Monetary Order to recover any outstanding amount.



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As the landlords' application also sought the recovery of the **\$50.00** filing fee for the cost of this application, **I do hereby Order** the tenant to pay this amount to the landlord with his next months rent.

## Conclusion

The 10 Day Notice to End Tenancy is cancelled as both parties have reached an agreement that the tenancy can continue with conditions as detailed above.

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: July 02, 2009.

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Dispute Resolution Officer