

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This participatory hearing was scheduled pursuant to a decision issued February 19, 2010 under the Direct Request Procedure. The hearing dealt with the landlord's application for an Order of Possession and Monetary Order for unpaid rent, retention of the security deposit and recovery of the filing fee. Both parties appeared at the participatory hearing and were provided the opportunity to be heard and to respond to the other party's submissions.

Issues(s) to be Decided

1. Is the landlord entitled to an Order of Possession for unpaid rent?
2. Is the landlord entitled to a Monetary Order for unpaid rent?
3. Retention of the security deposit.
4. Can the parties reach a mutual resolution to this dispute?

Background and Evidence

The landlord provided evidence that the tenancy commenced June 1, 2008 and the tenants are required to pay rent of \$900.00 on the 1st day of every month. The tenants paid a \$450.00 security deposit May 18, 2008. The parties agreed that an additional \$10.00 was payable by the tenants for monthly parking. It was undisputed that the tenants failed to make rent payments for several months and on February 3, 2010 a 10 Day Notice to End Tenancy for Unpaid Rent was issued by the landlord indicating \$6,225.00 in rent was outstanding as of February 1, 2010. The parties agreed that as of the date of this hearing, the tenants owed \$7,590.00 to the landlord for rent and parking including the month of April 2010.

The parties were able to reach a mutual agreement during the hearing for a payment arrangement and that failure of the tenants to meet the payment arrangement will be grounds for the landlord to serve the tenants with the Order of Possession and Monetary Order provided to the landlord with this decision. The parties further agreed that the tenancy shall continue so long as the tenants comply with the following payment arrangement:

- The tenants will pay \$1365.00 on April 15, 2010 towards the rental arrears;
- The tenant will pay the monthly rent and parking payable under the terms of the tenancy agreement on the 1st day of every month starting May 1, 2010; and,
- In addition to monthly rent and parking charges payable under the tenancy agreement, the tenants will pay \$600.00 towards the rental arrears starting June 1, 2010 until such time the rental arrears are paid in full.

Analysis

I accept the mutual agreement reached between the parties during the hearing and make it an Order to be binding upon both parties. The tenants are at liberty to increase the rental arrear payments; however, the tenants must pay the minimum payments as outlined in this payment arrangement in order to continue with the tenancy. The landlord is also at liberty to issue a Notice of Rent Increase in a manner that complies with the Act during the months the payment schedule is in effect. Any other changes to this payment schedule must be by mutual consent of both parties and in writing.

As assistance for the parties, I have provided an illustration of the payment arrangement.

Date	Payment required	Payment applied to monthly rent and parking	Payment applied to rental arrears
April 15, 2010	\$ 1,365.00		1,365.00
May 1, 2010	910.00	\$ 910.00	0.00
June 1, 2010	1,510.00	910.00	600.00
July 1, 2010	1,510.00	910.00	600.00
August 1, 2010	1,510.00	910.00	600.00
September 1, 2010	1,510.00	910.00	600.00
October 1, 2010	1,510.00	910.00	600.00
November 1, 2010	1,510.00	910.00	600.00
December 1, 2010	1,510.00	910.00	600.00
January 1, 2011	1,510.00	910.00	600.00
February 1, 2011	1,510.00	910.00	600.00
March 1, 2011	1,510.00	910.00	600.00
April 1, 2011	1,135.00	910.00	225.00
ARREARS BALANCE			\$ 0.00

During such time the tenants comply with the payment arrangement the tenancy shall remain in effect. Once the tenants fulfill the terms of the payment arrangement the Order of Possession will become void.

Should the tenants default on the payment arrangement the tenancy will come to an end and the landlord may serve the Order of Possession provided to the landlord with this decision. The Order of Possession provided to the landlord with this decision requires the tenants to vacate two (2) days after service of the Order upon the tenants and may not be served for any reason except for default on the payment arrangement by the tenants.

To ensure payment of the rental arrears, the landlord is provided a Monetary Order in the amount of \$7,590.00. If the tenants fail to comply with the payment arrangement the landlord may serve the Monetary Order upon the tenants and the unpaid portion of the Monetary Order may be enforced in Provincial Court (Small Claims).

The landlord is authorized to deduct the cost of filing this application (\$50.00) from the tenants' security deposit. In the event the tenants default on the payment arrangement, the landlord is authorized to retain the balance of the tenants' security deposit and apply it to rental arrears owing.

Conclusion

The parties reached a mutually agreeable payment arrangement during the hearing. The tenancy shall remain in effect as long as the tenants comply with the payment arrangement. The landlord may serve and enforce the Order of Possession and Monetary Order upon the tenants if the tenants default on the payment arrangement. The landlord is also authorized to deduct the filing fee from the tenant's security deposit. Further, in the event the tenants default on the payment arrangement, the landlord is authorized to retain the balance of the security deposit to apply to the rental arrears.

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 08, 2010.

Dispute Resolution Officer