

## **DECISION**

Dispute Codes      OPR, MNR, FF, O

### Introduction

This hearing was scheduled to hear the landlord's application for an Order of Possession and Monetary Order for unpaid rent and other issues. The tenant was not present at the hearing at the commencement of the hearing; however, the tenant appeared approximately 14 minutes later and explained he had difficulty entering the teleconference call. Upon the tenant appearing at the hearing I was able to confirm details I had already heard from the landlord and hear from both parties with respect to a mutual agreement to resolve this dispute.

The parties agreed they had reached a mutual agreement with respect to the unpaid rent. The landlord withdrew his request for an Order of Possession and Monetary Order but requested the agreement be recorded in this decision.

### Issues(s) to be Decided

What are the terms of the mutual agreement with respect to unpaid rent?

### Background and Evidence

I heard undisputed evidence that the tenancy commenced October 1, 2008 and the tenant is still residing in the rental unit. Under the terms of the tenancy agreement the tenant is required to pay the landlord rent of \$800.00 on the 1<sup>st</sup> day of every month. The tenant is permitted to have occupants reside with him and the tenant is responsible for collecting any moneys payable to the tenant by the other occupant(s). For the months

of February, March, April and May 2010 the tenant failed to pay the landlord \$375.00 each month. The landlord personally served a 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) on May 15, 2010.

The parties agreed that since issuing the Notice the tenant has made improvements to the property and the value of the work performed by the tenant is approximately one half the outstanding rent.

The parties further agreed that the tenancy will continue at this time and that the tenant will continue to make improvements to the property in satisfaction of the outstanding rent. The parties agreed to meet at the rental unit tomorrow to discuss the work that needs to be done by the tenant in satisfaction of the balance owing.

### Analysis

Having heard from both parties I am satisfied the parties have reached a mutual agreement to resolve the issue of unpaid rent.

Since the landlord has withdrawn his request for an Order of Possession and Monetary Order I do not provide such to the landlord with this decision. The landlord retains the right to make a subsequent Application for Dispute Resolution with respect to the unpaid rent in the event the tenant does not satisfy the agreement to work off the balance owing.

### Conclusion

This dispute has been resolved by mutual agreement.

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: June 23, 2010.

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Dispute Resolution Officer