

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession and a Monetary Order for unpaid rent. The landlord's agent and one co-tenant appeared at the hearing. I am satisfied the other co-tenant was notified of this proceeding by registered mail and the Orders that accompany this decision identify both tenants. Both parties in attendance at the hearing were provided the opportunity to be heard and to respond to submissions of the other party.

Issues(s) to be Decided

1. Is the landlord entitled to an Order of Possession?
2. Did the landlord establish an entitlement to a Monetary Order, and if so, the amount?
3. Can the parties reach a mutual resolution to this dispute?

Background and Evidence

I heard undisputed evidence as follows. The tenants began residing in the rental unit in September 2009 and signed a written tenancy agreement in January 2010. The tenants paid a \$400.00 security deposit. The tenants are required to pay rent of \$800.00 on the 1st day of every month. The tenants had not paid rent for the months of September and October 2009 (the back rent). The parties had some discussions about reducing the amount of back rent in exchange for work performed on the property by the tenant but a formal agreement had not been reached. The tenant cleaned out the crawl space of fecal matter from rodents and other debris as well as cleaned out the ducting under the house.

On March 26, 2010 the landlord issued a *10 Day Notice to End Tenancy for Unpaid Rent* indicating \$1,900.00 was owed for rent as of March 1, 2010. The landlord explained the \$1,900.00 indicated on the Notice was comprised of \$1,600.00 for the back rent and \$300.00 still owing for March 2010. The tenants paid the \$300.00 owing for March 2010 on March 31, 2010.

The parties were in dispute as to whether the tenants also paid \$400.00 towards April 2010 rent on March 31, 2010. The parties agreed that the payment made on March 31, 2010 was in cash and the landlord had not issued a receipt.

Upon further discussion with the parties, I was able to facilitate a mutual agreement between the parties that I will record as follows:

1. The tenancy shall end on June 30, 2010 and the tenants must vacate the rental unit by that date;
2. In recognition of the work performed on the property by the tenants, the tenants will pay to the landlord \$1,800.00; forfeit their security deposit, and provide a gas stove to the landlord in exchange for rent owed to the landlord up to and including June 2010;
3. The value of the stove is \$500.00 and upon delivery of the stove the landlord will provide a receipt to the tenants.

Analysis

I accept the mutual agreement reached between the parties and make it an Order to be binding upon both parties.

In recognition of the mutual agreement, the landlord is provided an Order of Possession effective June 30, 2010. The Order of Possession may be enforced in The Supreme Court of British Columbia as an Order of that court.

In recognition of the mutual agreement, the landlord is authorized to retain the tenants' security deposit. In recognition of the mutual agreement the landlord is also provided a Monetary Order in the total amount of \$2,300.00 with the understanding that upon receipt of the gas stove the landlord will consider \$500.00 to be paid in satisfaction of this Monetary Order. I further ORDER that the stove must be provided to the landlord forthwith but no later than June 30, 2010. The unpaid balance of the Monetary Order may be enforced in Provincial Court (Small Claims) as an Order of that court.

Conclusion

The tenancy shall end effective June 30, 2010 by way of a mutual agreement and the landlord has been provided an Order of Possession effective June 30, 2010.

The parties have reached a mutual agreement with respect to the rent owed the landlord. The tenants have forfeited their security deposit in partial satisfaction of the rent owed the landlord. The tenants must further compensate the landlord \$2,300.00 and may provide a gas stove in satisfaction of \$500.00 owed to the landlord. The gas stove must be provided by the tenants no later than June 30, 2010.

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 11, 2010.

Dispute Resolution Officer