

## **DECISION**

### **Dispute Codes**

MNR, FF

### **Introduction**

This hearing was convened in response to an application by the landlord, for a monetary order for unpaid rent in the amount of \$5600, and recovery of the filing fee for this application.

The landlord's application for an Order of Possession is no longer necessary and is **dismissed**. The landlord withdrew their application for damages to the rental unit, and for loss under the Act, regulation or tenancy agreement, and these portions are **dismissed**, with leave to reapply.

Both parties attended the conference call hearing and provided their submissions and their sworn testimony and were permitted to discuss their dispute.

### **Issue(s) to be determined**

Is the landlord entitled to the monetary amount claimed for unpaid rent?

### **Background and Evidence**

This tenancy began December 01, 2009. Rent was in the amount of \$1400. The tenant vacated on April 29, 2010.

Both parties agree that the tenant owes the landlord rental arrears totalling \$5600, and it is the tenant's testimony that they owe the landlord this amount and want to pay the landlord the agreed arrears, but cannot do so all at once.

### **Analysis**

On the face of the evidence including the sworn testimony of the parties, the landlord is entitled to a Monetary Order for the unpaid rent. The landlord is also entitled to recovery of the filing fee, for a total of **\$5650**.

During the course of the hearing, the parties discussed their dispute and reached agreement in full satisfaction of the landlord's claim, and to the parties' satisfaction, on the following conditions, and at their request that I record the parties' agreement as follows.

1. The tenant and landlord agree that the tenant will pay the landlord **no less than \$400 per month** until the entire amount of \$5600 is paid in full.
2. The tenant will make their first payment to the landlord, of \$400, no later than **June 30, 2010**, with subsequent payments within each succeeding month thereafter (in July, August, and so on).
3. All payments will be by assured instrument, or direct deposit to the landlord's account, and the tenant will retain a receipt as proof of payment.
4. The tenant and landlord understand that the landlord will receive a **Monetary Order** in the agreed amount of \$5650 owed to the landlord.
5. If the tenant fulfills the agreement and the tenant pays the landlord the agreed amount, the Monetary Order becomes null and of no effect.
6. If the tenant does pay the landlord the agreed amount each month **in strict accordance to the terms of their agreement**, the landlord may serve the Monetary Order on the tenant.

### **Conclusion**

**I grant** the landlord a **Monetary Order** under Section 67 of the Act in the amount of **\$5650**. The landlord is being given this Order, which if necessary is enforceable. If necessary, the Order may be filed in 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*.

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