



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, retention of the security deposit and recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

Both parties indicated that they wished to reach a mutual agreement to continue the tenancy.

Issues(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

It was undisputed that the tenant is required to pay rent of \$900.00 on the 1st day of every month under the terms of the tenancy agreement. It was undisputed that the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on October 2, 2010. The Notice indicates that \$325 in rent was outstanding as of October 1, 2010. The landlord filed this application on October 15, 2010.

The parties agreed that after making this application the tenant paid the rental arrears and paid a portion of rent for November 2010. As of today's date the tenant still owes the landlord \$470.00 in outstanding rent.

The parties reached the following agreement in order to continue the tenancy:

1. The tenant shall pay the landlord \$470.00 on or before November 25, 2010.
2. The landlord may serve the Monetary Order and Order of Possession upon the tenant if the tenant fails to pay the \$470.00 by November 25, 2010.

Provided as evidence were copies of the 10 Day Notice, proof of service of the 10 Day Notice, and the tenancy agreement.

Analysis

I accept the mutual agreement reached between the parties and order that the terms are binding upon both parties.

I provide the landlord with an Order of Possession effective two days after service upon the landlord; however, in recognition of the mutual agreement I order that the landlord may only serve the Order of Possession if the tenant fails to pay \$470.00 on or before November 25, 2010. If the tenant pays the \$470.00 by November 25, 2010 the landlord must not serve the Order of Possession upon the tenant and it becomes unenforceable.

I provide the landlord with a Monetary Order in the amount of \$470.00 that may be served upon the tenant if the tenant fails to pay \$470.00 by November 25, 2010.

I further authorize the landlord to recover the filing fee by deduction it from the tenant's security deposit.

Conclusion

The tenancy shall continue provided the tenant pays the landlord \$470.00 by November 25, 2010. The landlord has been provided a Monetary Order and Order of Possession to serve upon the tenant in the event the tenant fails to pay rent of \$470.00 by November 25, 2010.

The landlord is authorized to recover the filing fee by deducting it from the tenants security deposit.

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: November 10, 2010.

Dispute Resolution Officer