



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, MNR, MNDC, CNR, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenants.

The Landlord filed seeking an Order of Possession for unpaid rent, a Monetary Order for unpaid rent, for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, and to recover the cost of the filing fee from the Tenants.

The Tenant filed seeking an Order to cancel a notice of unpaid rent.

Service of the Landlord's and Tenants' hearing documents was done in accordance with section 89 of the *Act*, through personal service on each party.

The Landlord and Tenants appeared and each were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

- Is the Landlord entitled to an Order for Possession
- Is the Landlord entitled to a monetary amount?
- Should the Notice to end Tenancy be set aside?

Background and Evidence

The tenancy started on December 1, 2010. The monthly rent is \$600.00. The Landlords state that the Tenants did not pay rent for March 2011. The Tenants state

that they did provide rent to the Landlord who refused to accept payment. The amount of \$600.00 is due and payable for March 2011.

The Tenants wish to pay the rent and in consideration for accepting the Tenant's offer and reaching an agreement, the Landlord does not wish to pursue their claims.

During the hearing, the parties reached an agreement to settle their dispute that would allow the tenancy to continue.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find that the parties have settled their dispute over the monetary amount owing and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Tenant will pay to the Landlord, no later than noon Saturday, March 18, 2011, the amount of \$600.00 representing full payment of rent for the month of March 2011.**
- 2. The Landlord will provide a receipt noting the amount of rent received from each Tenant.**
- 3. The Landlord will allow the tenancy to continue.**

- 4. Should the Tenants fail to pay the rent as agreed, the Landlord will reapply for the Orders as set out above.**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Given the above agreement, the applications of both parties are set aside, with leave to the Landlord to reapply, should the Tenants not keep their part of the agreement.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue as set out on the above mutually agreed upon terms.

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: March 18, 2011.

Residential Tenancy Branch