



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

During the hearing, the landlord indicated, at the tenant's request that she would like to work with the tenant to set up a payment plan for the outstanding rent.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent and the filing fee?

Background and Evidence

The tenancy started on March 01, 2010. The monthly rent is \$730.00 due in advance on the first of each month. The landlord stated that the tenant owed rent for the months of May, June and July. The tenant agreed that he owed for these months and offered to make payments. On May 04, the landlord had served the tenant with a notice to end tenancy for non payment of rent.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute on the following terms:

1. The landlord agreed to allow the tenancy to continue on condition that the tenant paid the outstanding rent in installments on the following dates:

July 09, 2011	\$750.00
July 16, 2011	\$750.00
July 23, 2011	\$750.00
August 01, 2011	\$670.00

2. The tenant agreed to pay outstanding rent in installments as per the agreed upon dates
3. The landlord will be granted an order of possession to be served on the tenant **only** in the event the tenant does not comply with the above schedule.
4. Both parties stated that they understood and agreed to the terms of this agreement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Conclusion

The notice to end tenancy is set aside and the tenancy will continue. The tenant will make payments as per the agreed upon schedule. A monetary order and an order of possession is granted to the landlord to reflect the terms of the above 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: July 07, 2011.

Residential Tenancy Branch