



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLED DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for an order of possession, for a monetary order for unpaid rent and for money owed or compensation for damage or loss, to retain the security deposit, and to recover the filing fee.

The parties appeared and at the outset of the hearing, the parties announced that they had resolved their differences prior to the hearing; however the landlord's agent requested an order of possession and the tenant agreed. Thus the parties agreed to record a settled decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession and to recover the filing fee?

Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

After discussion prior to the hearing, the landlord and the tenant agreed that this tenancy will continue and agree to the following terms and conditions:

- 1) The tenant agrees that the tenants will pay the monthly rent when and as due on the due date listed under the tenancy agreement, including paying the October rent on or before October 1, 2011;
- 2) The parties agree that the tenants have paid the September 2011 rent;
- 3) The tenant agrees that the tenants owe the amount of **\$1,148.00** in unpaid rent;
- 4) The tenant agrees that the tenants will pay the amount of unpaid rent in four (4) equal instalments as follows: **\$287.00 on or before October 3, 2011, \$287.00 on or before October 10, 2011, \$287.00 on or before October 17, 2011, and \$287.00 on or before October 24, 2011;**

- 5) The tenant understands the landlord will be issued an order of possession, based upon the settled agreement, and that if the tenants fail to pay the instalments as agreed, the landlord may serve the Order of Possession on the tenants and obtain a writ of possession;
- 6) The landlord understands and agrees not to serve the order of possession on the tenants unless the tenants fail to make the instalments as listed above or make timely monthly rent payments.

Conclusion

The landlord and tenant have reached a settled agreement that the tenancy will continue unless the four equal instalments are not paid as listed above or if the tenants fail make timely monthly rent payments as listed in the tenancy agreement.

Based upon the settled agreement, as provided in section 63 of the Act, I have issued the landlord an **Order of Possession** that is effective 2 days after service upon the tenants, which the landlord has agreed not to serve unless the tenants fail to make the instalment payments as listed above or make timely monthly rent payments.

The landlord understands that the landlord will not receive recovery of the filing fee.

This settled 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: September 28, 2011.

Residential Tenancy Branch