



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNDC, 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, late fees and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

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

Background and Evidence

The tenancy started on January 01, 2009. The monthly rent is \$824.00 due in advance on the first of each month. The tenant failed to pay rent for December 2011 and on December 03, 2011; the landlord served the tenant with a ten day notice to end tenancy.

The tenant paid a portion of the outstanding amount on January 07, 2012. Both parties agreed on the outstanding amount owed to the landlord for rent and late fees. Prior to 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 have reached an agreement, the settlement may be recorded in the form of a decision or an order.

The parties reached an agreement to settle their dispute on the following terms:

- Specifically, it was agreed that the landlord would allow the tenancy to continue on condition that the tenant paid the outstanding rent in installments on the following dates:

January 14, 2012	\$400.00
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- Both parties stated that they understood and agreed that these particulars are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The notice to end tenancy is set aside and the tenancy will continue according to the terms agreed upon by both parties and documented above.

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

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: January 13, 2012.

Residential Tenancy Branch