



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OLC, LRE, LAT, OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied to cancel Notices to End Tenancy for unpaid rent and cause as well as Orders to suspend the landlord's right to enter the unit and authorization for the tenant to change the locks. The landlord had applied for an Order of Possession for unpaid rent and cause as well as a Monetary Order for unpaid rent and utilities and authority to retain the security deposit.

Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the commencement of the hearing the tenant withdrew his request for Orders to suspend the landlord's right to enter the unit and authorization to change the locks. Both parties indicated they wish to resolve this dispute by mutual agreement.

Issue(s) to be Decided

What are the terms of the mutual agreement reached between the parties?

Background and Evidence

The parties provided consistent evidence as to the following information: The tenant paid a \$375.00 security deposit. Under the tenancy agreement the tenant is required to pay rent of \$750.00 per month plus 1/3 of gas, hydro and water bills. The tenant has since paid rent for February 2012 but still owes for March 2012. The tenant currently owes the landlord approximately \$150.00 to \$175.00 in utilities.

The parties agreed to the following terms during the hearing which I have recorded as follows:

1. The tenant shall pay the landlord \$750.00 by the end of today.
2. The tenant shall pay the landlord the amount of outstanding utilities no later than March 16, 2012.

3. If the tenant meets the above terms, the tenancy shall continue until April 1, 2012 at which time it will end and the tenant will vacate the rental unit. The landlord shall be provided an Order of Possession effective April 1, 2012.
4. Should the tenant fail to meet either term 1. or 2. above the landlord may serve the tenant with an Order of Possession effective two (2) days after service upon the tenant.

Analysis

The Act provides that I have the authority to help parties reach a settlement agreement to resolve their dispute and record the agreement in the form of a decision or Order.

I have accepted the terms of the mutual agreement and make them binding upon both parties. In recognition of the mutual agreement the landlord is provided two Orders of Possession with this decision to serve upon the tenant, as necessary. One Order of Possession is effective April 1, 2012 and may be served upon the tenant at any time. The second Order of Possession is effective two day after service but the landlord may only serve or enforce the two day Order of Possession if the tenant fails to meet term 1. or 2. of the agreement recorded in this decision.

As I was provided undisputed evidence that the tenant owes rent of \$750.00 as of today's date I provide the landlord a Monetary Order to serve and enforce should the tenant not pay the outstanding rent for March 2012. I have not included utilities in the Monetary Order as the parties could not provide the exact amount owed by the tenant during the hearing. Should the tenant not pay the outstanding rent for March 2012 the landlord is authorized to retain the security deposit. Accordingly, the Monetary Order is for the remaining balance of \$375.00.

Conclusion

The parties resolved this dispute by mutual agreement as recorded in this decision. The landlord has been provided Orders of Possession and a Monetary Order to serve and enforce as necessary and in accordance with the instructions contained in this decision.

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 08, 2012.

Residential Tenancy Branch