



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order for possession, a monetary order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared and gave affirmed testimony.

During the course of the hearing the parties agreed to a resolution to the dispute. Pursuant to their request and section 63 of the Act, I have recorded the settlement in this decision and order.

The Tenant was served with a 10 day Notice to End Tenancy for non-payment of rent. The Tenant has not paid all of the outstanding rent and has not applied for arbitration to dispute the Notice. Under section 46 of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and the Landlord is entitled to an order of possession.

However, the Agents for the Landlord and the Tenant agreed and consented that the Landlord will withhold enforcement of an order for possession on the condition that the Tenant pay to the Landlord the following amounts, on the following dates in 2012, no later than 5:00 pm on each date:

\$250.00 by April 20;
\$500.00 by May 5;
\$500.00 by May 15;
\$500.00 by May 25;
\$500.00 by May 31;
\$820.00 by June 6; and
\$870.00 by June 15, and this payment includes the \$50.00 filing fee for the Application.

The parties agrees that if the Tenant fails to make the payments as set out above, then the Landlord may serve and enforce the order of possession, which is effective two

days after service on the Tenant. A formal order has been issued and may be filed in the Supreme Court and enforced as an order of that Court.

Furthermore, the parties agreed that if the Tenant fails to make the payments as set out above by June 15, then the Landlord shall keep the security deposit in partial satisfaction of the monetary claim, and will make an Application for a monetary order for the balance due.

If the Tenant makes all the payments as set out above, the Landlord shall not enforce the order of possession and the security deposit will be dealt with at the end of the tenancy in accordance with the Act.

If any of the payment dates occur on a date when the Landlord's office is closed, then the Tenant may make the required payment on the next day the office is open for business.

I order both parties to adhere to the terms of the above agreement.

The parties are commended for reaching an agreement in this matter.

This decision is final and binding, except as otherwise provided in the Act, and 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: April 16, 2012.

Residential Tenancy Branch