



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 was scheduled to deal with the landlord's application for an Order of Possession and a Monetary Order for unpaid rent and loss of rent. 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 parties indicated that had reached an agreement to resolve this dispute.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties were in agreement that the tenant is currently required to pay rent of \$400.00 per month but the tenant is currently in arrears. I also heard that the tenant ordinarily pays rent in cash upon receiving her income assistance cheque and the landlord has given her receipts for cash payments.

The parties mutually agreed to the following terms in resolution of this dispute:

1. The tenant shall pay the landlord \$800.00 no later than May 25, 2012 in satisfaction of the arrears.
2. The tenant shall pay the landlord \$800.00 no later than June 22, 2012 for rent for the months of June 2012 and July 2012.
3. The landlord shall provide the tenant with receipts for cash payments made by the tenant.
4. Should the tenant fail to pay the landlord in accordance with the above terms the may serve the tenant with an Order of Possession and the tenant will be required to vacate the rental unit in accordance with the Order of Possession.

Analysis

Pursuant to section 63 of the Act I have recorded the settlement agreement reached between the parties during the hearing by way of this decision and the Order of Possession that accompanies it. The Order of Possession shall be effective two (2) days after service upon the tenant.

To be clear, the landlord may only serve the Order of Possession upon the tenant if she fails to meet either term 1. or term 2. of the mutual agreement recorded in this decision.

Should the tenant fulfill the terms of the mutual agreement the Order of Possession shall become null and void and no longer enforceable.

Conclusion

This dispute has been resolved by a mutual agreement as recorded in this decision. The landlord has been provided an Order of Possession that he may serve upon the tenant and enforce if the tenant fails to fulfill the terms agreed upon.

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: May 16, 2012.

Residential Tenancy Branch