



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This hearing dealt with cross applications. The tenant applied to cancel a Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and authorization to retain the security deposit and/or pet deposit. Both parties appeared or were represented 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.

Preliminary and Procedural Matters

After each party had an opportunity to be heard the parties indicated they were willing to settle this dispute by way of a settlement agreement. I have recorded the terms of settlement by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

It was undisputed that the tenant is required to pay rent of \$1,400.00 on the 1st day of every month and the tenant is currently in rental arrears of \$5,160.00 as of the date of the hearing. The landlord currently holds a security deposit of \$700.00 and a pet damage deposit of \$700.00.

I also heard that the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent on June 5, 2012 indicating the tenant owed \$7,100.00 in rent as of June 1, 2012. The parties subsequently determined the actual amount of rent outstanding as of June 1, 2012 was \$7,500.00 and the tenant made a payment of \$2,340.00 on June 20, 2012 bringing the balance to \$5,160.00.

The parties mutually agreed to the following terms during the hearing:

1. The tenancy shall continue conditional upon the tenant fulfilling term no. 2 and 3 below.
2. The tenant shall pay the rent owed for July 2012 when due.
3. The tenant shall pay \$3,760.00 towards the rental arrears on or before July 30, 2012.
4. Should the tenant fail to meet either term no. 1 or 2 above, the landlord may serve and enforce a 2 day Order of Possession provided with this decision.
5. The landlord shall be provided a Monetary Order for the rental arrears outstanding as of the date of this hearing to serve and enforce as necessary.

The parties also agreed that they would discuss payment of the remainder of the rental arrears and terms of payment at a later date.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order. I have accepted the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the settlement agreement I have provided the landlord with an Order of Possession effective two (2) days after service upon the tenant. The Order of Possession may only be enforced should the tenant fail to fulfill term no. 2 or 3 of the settlement agreement as recorded in this decision. Should the tenant comply with term no. 2 and 3 the Order of Possession becomes null and void.

In recognition of the settlement agreement, the landlord is provided a Monetary Order for the rental arrears of \$5,160.00 plus an award of \$100.00 for recovery of the filing fee. As the tenancy continues at this time and the landlord has been provided a Monetary Order, should the tenant fail to satisfy the Monetary Order the landlord is at liberty to retain the security deposit and pet damage deposit in partial satisfaction of the Monetary Order and enforce the balance outstanding as necessary.

Conclusion

This dispute has been resolved and the tenancy continues at this time pursuant to a settlement agreement reached by the parties during the hearing. The settlement agreement has been recorded in this decision. The landlord has been provided an Order of Possession that may be served and enforced if the tenant fails to comply with the terms of settlement. The landlord has been provided a Monetary Order in the total amount of \$5,260.00 to serve and enforce as necessary. The landlord has also authorized to retain the security deposit and pet damage deposit in partial satisfaction of Monetary Order.

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: June 29, 2012.

Residential Tenancy Branch