



# 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 dealt an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the landlord to request an order of possession for unpaid rent, for a monetary order for unpaid rent, to keep all or part of a security deposit, and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I find the tenant was served in accordance with the *Act*.

### Settlement Agreement

Section 63 of the *Act*, states:

#### **Opportunity to settle dispute**

**63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the parties was reached. The agreement is that the landlord would not serve an order of possession on the tenant, if the unpaid rent in the amount of \$300.00 is paid in full to the landlord by **July 27, 2012 at 1:00 p.m.** If the tenant pays the \$300.00 owing to the landlord by July 27, 2012 at 1:00 p.m. the tenancy continues until ended in accordance with the *Act*.

I order the landlord to provide a written receipt for the \$300.00 payment, if received from the tenant.

The landlord withdrew her application to recover the cost of the filing fee.

I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of **\$300.00** effective July 28, 2012 at 1:00 p.m. I note that the monetary order will become null and void if the tenant pays \$300.00 before July 28, 2012.

Conclusion

I find that the landlord is entitled to an order of possession effective **July 28, 2012 at 1:00 p.m.** This order may be filed in the Supreme Court and enforced as an order of that court. **If the tenant pays the \$300.00 in full by July 27, 2012 at 1:00 p.m., the order of possession will become null and void and the tenancy will continue until ended in accordance with the *Act*.**

I order the landlord to provide a written receipt for the \$300.00 payment, if received from the tenant.

I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of **\$300.00 effective July 28, 2012 at 1:00 p.m.** The monetary order will become null and void if the tenant pays \$300.00 before July 28, 2012.

This decision is final and binding on the parties, unless otherwise provided under 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: July 13, 2012

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Residential Tenancy Branch