



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid and/or loss of rent and utilities. The landlord also requested authorization to retain the tenant's security 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.

Whether the landlord served the tenant with both pages of the 10 Day Notice to End Tenancy was raised as an issue during the hearing. In an effort to resolve this dispute the parties reached a mutual agreement that I have reflected in this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement to resolve this dispute?

Background and Evidence

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

1. The tenant shall pay the landlord rental arrears and utilities of \$1,527.00 no later than May 3, 2013.
2. The tenant shall pay the landlord rent of \$580.00 for the month of May 2013 no later than May 10, 2013.
3. Should the tenant satisfy terms 1 and 2 of this mutual agreement, the tenancy shall continue.
4. Should the tenant fail to satisfy either term 1 or 2 of this mutual agreement, the landlord may serve the tenant with the Order of Possession provided to the

landlord with this decision. The Order of Possession shall be effective two (2) days after service upon the tenant.

5. The landlord is provided a Monetary Order in the amount of \$1,527.00 as this is the amount owed by the tenant as of the date of this hearing and the landlord may serve and enforce this Monetary Order if the tenant fails to satisfy term 1 of this mutual agreement.

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 mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement I have provided the landlord with an Order of Possession effective two (2) days after service. This Order of Possession may be served and enforced if the tenant fails to satisfy either term 1 or 2 of the mutual agreement. The Order of Possession becomes null and void if the tenant satisfies term 1 and 2 of the mutual agreement.

I have also provided the landlord a Monetary Order in the amount of \$1,527.00 to reflect the amount of rent and utilities owed to the landlord as of this date. This Monetary Order may be served and enforced if the tenant fails to pay \$1,527.00 by May 3, 2013 as agreed.

Should the tenancy end and the landlord incur a loss with respect to May 2013 rent or utilities, the landlord is at liberty to file another Application for Dispute Resolution seeking recovery of those losses.

The security deposit shall remain in trust for the tenant at this time, to be administered in accordance with the Act when the tenancy ends.

Conclusion

During the hearing, the parties reached a mutual agreement to resolve their dispute that I have recorded in this decision and by way of the Orders that accompany 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: April 30, 2013

Residential Tenancy Branch

