



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with a landlord's application, as amended, for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent; and authorization to retain the security deposit and 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.

After both parties had an opportunity to be heard, the parties entered into a mutual agreement. I have recorded the mutual agreement by way of this decision and the Order that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

It was undisputed and acknowledged that:

- a) The current monthly rent of \$825.00 is payable on the 1st day of every month;
- b) The landlord is holding a security deposit and pet deposit in the sum of \$815.00
- c) The landlord is entitled to recover from the tenants the rental arrears and the cost of the filing fee paid for this application in the sum of \$1,700.00 ("the arrearage").

The parties mutually agreed to the following terms and conditions in settlement of this dispute:

1. The tenancy shall continue at this time;

2. Starting June 1, 2013 the tenants shall pay the landlord the monthly rent of \$825.00 on the 1st day of every month plus at least \$200.00 toward the arrearage on the 1st day of every month until such time the arrearage is satisfied.
3. Should the tenants fail to fulfill any part of term no. 2 the tenancy shall end and the landlord may serve the tenants with the Order of Possession and Monetary Order that is provided to the landlord with this decision.
4. Upon satisfaction of the arrearage the Order of Possession and Monetary Order provided to the landlord with this decision become null and void.

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 and recorded the settlement agreement reached by the parties during this hearing and make the terms 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 which may be served upon the tenants only in the event the tenants fail to fulfill term no. 2 of the mutual agreement. I have also provided the landlord with a Monetary Order that may be served in the event the tenants fail to fulfill term no. 2 of the mutual agreement. After serving the tenants with the Monetary Order the landlord is authorized to enforce the unpaid balance of the Monetary Order as necessary, including retention of the security deposit and pet deposit.

Both the Order of Possession and Monetary Order provided to the landlord with this decision become null and void when the tenants satisfy the arrearage.

Conclusion

The tenancy shall continue at this time, conditional upon the tenants fulfilling an agreement to pay the monthly rent and rental arrears as agreed upon during the hearing. The landlord has been provided an Order of Possession and Monetary Order that may be served and enforced only in the event the tenants fail to fulfill their payment agreement. The Order of Possession and Monetary Order become null and void once the arrearage is satisfied.

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 15, 2013

Residential Tenancy Branch

