



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION and MUTUAL AGREEMENT**

Dispute Codes      OPB, MNR, MNDC, MNSD, FF, O

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking an end to the tenancy and an order of possession, and monetary orders for unpaid rent and utilities, for money owed or compensation under the Act and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Background

Both parties agree that the Tenant gave the Landlord a Notice to End Tenancy in February of 2013, to be effective on April 30, 2013, although the Tenant has not moved out and has not paid the rent of \$1,140.00 for May of 2013.

Both parties also agree that the Tenant owes the Landlord for a water bill of \$908.75, which was incurred in 2012.

### Mutual Agreement Between the Parties

During the course of the hearing the parties came to a mutual agreement to resolve this dispute. Pursuant to section 63 of the Act, I record the settlement of this matter in the form of this Decision and Order.

Both parties agree and consent that:

1. This tenancy ended on April 30, 2013, with the Tenant having given the Landlord a Notice to End Tenancy effective for that date, and any rent payments made by the Tenant after that date are for **use and occupancy only** of the house and all property located there (referred to as the "rental unit" in this decision), and shall not reinstate the tenancy;
2. The Landlord shall be granted and issued an order of possession effective two days after service on the Tenant;
3. The Landlord undertakes **not** to enforce the order of possession as long as the Tenant makes the following payments at, or before, the agreed upon dates and times as follows:
  - a. The Tenant shall pay the Landlord the sum of **\$1,190.00** (comprised of \$1,140.00 in payment for May 2013 and the \$50.00 filing fee for the Application), before **5:00 p.m. on May 21, 2013**;
  - b. The Tenant shall pay the Landlord the sum of **\$1,190.00** (comprised of \$1,140.00 in payment for June 2013) before **5:00 p.m. on June 1, 2013**;
  - c. The Tenant shall pay the Landlord the sum of **\$908.75** (comprised of the water bill for 2012) before **5:00 p.m. on June 14, 2013**;
  - d. The Tenant shall pay the Landlord the sum of **\$1,190.00** (comprised of \$1,140.00 in payment for July 2013) before **5:00 p.m. on July 1, 2013**; and
  - e. If the Tenant fails to make any of the above payments by the required time and date the Landlord may immediately serve and then enforce the order of possession.
4. The Tenant further agrees and consents that if he fails to make any of the above payments the Landlord may keep the security deposit and interest of **\$621.24** (comprised of the security deposit of \$600.00 plus interest of \$21.24, calculated from September 16, 2004), towards any amounts due to the Landlord.

5. Both parties agree and consent that if the Tenant abides by the above agreements and completes the payments as described above, that the Tenant may have use of and may occupy the rental unit until **1:00 p.m. July 31, 2013**, at which time the Tenant must vacate the rental unit completely and return peaceful and vacant possession of the rental unit to the Landlord. If the Tenant fails to do so, the Landlord may immediately serve and then enforce the order of possession.
6. Unless the security deposit is forfeited by the Tenant as described in paragraph 4 above, the parties will deal with the security deposit and interest at the time the Tenant vacates the rental unit in the outgoing condition inspection report.
7. The Tenant may also choose to vacate the rental unit earlier than July 31, 2013, provided he give notice of this intention to the Landlord in advance and provides sufficient time for the Landlord to schedule an outgoing condition inspection report.
8. The parties agree and consent that the Tenant is liable to pay the water bill for 2013, on the same terms and conditions contained in the **Mutual Agreement for Payment of Water Charges in Excess of Annual Flat Rate** as drafted by the parties and dated February 20, 2012. The parties agreed and consented that they would deal with the 2013 water bill for the property on those terms at the end of the use and occupancy period of the rental unit by the Tenant.

The parties are commended for reaching a mutual agreement to resolve their dispute.

### Conclusion

The Landlord and the Tenant made certain agreements as described above in this decision. The tenancy has ended and the Tenant may have use and occupation of the rental unit provided he abide by all the terms of this decision.

If the Tenant abides by the agreements as set out above, then he may have use and occupancy of the rental unit up to, but no later than, **1:00 p.m. July 31, 2013**.

If the Tenant fails to abide by the agreements set out above, the Landlord may immediately serve and then enforce the order of possession issued along with this decision.

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 Act.

Dated: May 16, 2013

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Residential Tenancy Branch