



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

and

## Record of Settlement

### Dispute Codes:

OPR MNR FF

### Introduction

This hearing was convened in response to an application by the landlord for dispute resolution pursuant to the *Residential Tenancy Act* (the Act) for an Order of Possession and a Monetary Order for unpaid rent, and to recover the filing fee.

**The style of cause is amended to reflect the proper / actual address of the rental unit.**

Both parties attended the hearing. Both parties were given opportunity to settle their dispute, present relevant evidence, and make relevant submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The landlord testified that they were willing to withdraw a request for an Order of Possession if the tenant paid the outstanding utilities to date.

During the course of the hearing the parties further discussed their dispute and agreed to settle the issues of *rent payments and utilities payments in dispute* to the full satisfaction of both parties, and that I record their settlement as per Section 63 of the Residential Tenancy Act, as follows.

1. the tenant and landlord agree that there are currently no arrears of RENT.
2. the tenant and landlord agree that there are currently arrears of UTILITIES.
3. the tenant and landlord agree they will maintain **a separate payment system** for RENT and UTILITIES.
4. the tenant and landlord agree that RENT is payable on the **1<sup>st</sup>. of each month**, in accordance with the tenancy agreement.

5. the tenant and landlord agree that any UTILITIES owed by the tenant will be presented to the tenant **in writing** by the landlord, **on or about the 15 th. of each month**, and they will be payable as soon as possible, but no later than 30 days after they are presented to the tenant.
6. the tenant and landlord agree *the first demand for utilities in writing* - owed to date - will be **June 15, 2013**.
7. the tenant and landlord agree **the tenancy is to continue** with the addition of the agreed terms.
8. the tenant and landlord agree that, *if necessary*, the landlord is at liberty to issue a *new and valid* 10 day Notice to End.

On the basis of the parties' agreement to settle their dispute, I grant the landlord partial recovery of their filing fee in the amount of \$25.00.

### **Conclusion**

The tenancy continues on the terms agreed by the parties.

**I Order** that the landlord may retain **\$25.00** from the tenant's security deposit in satisfaction of their partial filing fee.

**This Decision and Settlement is final and binding on both parties.**

*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 06, 2013