



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for cause and a Monetary Order for unpaid rent; and, authorization to retain the 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.

At the outset of the hearing, the landlord indicated the parties had reached an agreement to continue with the tenancy at this time. The landlord requested that I record the agreement in writing.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties agreed upon the following:

1. As of this date, the tenant owes the landlord arrears of \$2,240.00.
2. The tenant shall pay the landlord \$600.00 on the 1st and the 15th day of every month until such time the arrears are satisfied after which time the tenant will resume paying the monthly rent of \$640.00 on the 1st day of every month.
3. The landlord withdraws the request for an Order of Possession and Monetary Order requested with this Application for Dispute Resolution and the tenancy shall continue at this time; however, should the tenant fail to make any of the above described payments the landlord shall serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and re-apply for an Order of Possession and Monetary Order.

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

In recognition of the mutual agreement, the landlord remains at liberty to issue another 10 Day Notice to End Tenancy for Unpaid Rent and re-apply for an Order of Possession and Monetary Order should the tenant fail to make the agreed upon payments to the landlord.

Conclusion

The parties resolved this dispute by way of a mutual agreement. The landlord remains at liberty to re-apply for an Order of Possession and Monetary Order should the tenant fail to make the agreed upon payments.

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 22, 2014

Residential Tenancy Branch

