



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, OPC, MNR, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, an Order of Possession for Cause, a monetary Order for unpaid rent, and to recover the fee for filing an Application for Dispute Resolution. At the outset of the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord stated that on March 28, 2014 the Application for Dispute Resolution and the Notice of Hearing, were sent to the Tenant at the rental unit, via registered mail. The Landlord cited a Canada Post tracking number that corroborates this statement. She stated that she checked the Canada Post website, which shows this package was received on April 07, 2014.

The Landlord stated that on May 05, 2014 a second copy of the Application for Dispute Resolution and the Notice of Hearing, plus documents she wishes to rely upon as evidence were sent to the Tenant at the rental unit, via registered mail. The Landlord cited a Canada Post tracking number that corroborates this statement.

The Tenant stated that she did receive registered mail from the Landlord on April 07, 2014, but it only contained a Notice to End Tenancy for Unpaid Rent. She stated she did not receive the Application for Dispute Resolution and the Notice of Hearing until May 12, 2014, at which time she also received the documents the Landlord wishes to rely upon as evidence. In spite of the late service of documents, the Tenant stated that she is prepared to respond to the Landlord's claims at this hearing.

Issue(s) to be Decided:

Is the Landlord entitled to a monetary Order for unpaid rent?

Background and Evidence:

After considerable discussion the Landlord and the Tenant mutually agreed to resolve this dispute, and all other disputes related to this tenancy, under the following terms:

- The Landlord will keep the security deposit paid for this tenancy, in the amount of \$600.00
- The Tenant will pay the Landlord \$600.00, in monthly payments of \$100.00
- The first payment will be paid on May 20, 2014 and every subsequent payment will be due on the 20th day of each subsequent month, with the final payment due on October 20, 2014
- The Landlord will receive a monetary Order of \$600.00, which will only be enforceable if the Tenant fails to make any of the aforementioned payments when they are due.

Analysis

This dispute has been resolved under the aforementioned terms.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord a monetary Order for \$600.00. This Order will only be enforceable if the Tenant fails to make any of the aforementioned payments when they are due.

This settlement agreement is recorded 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 13, 2014

Residential Tenancy Branch

