



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This hearing dealt with cross applications. The tenant filed to dispute a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and authorization to retain the security deposit and/or pet damage 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.

Neither party had provided a copy of the 10 Day Notice issued on September 11, 2015; however, the content of the Notice was confirmed with both parties. Neither party had provided a copy of a written tenancy agreement although the parties were not in dispute as to the terms of tenancy. As such, this decision was made based upon the undisputed verbal testimony of both parties.

During the hearing the parties reached a mutual agreement that I have recorded by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms during the hearing with a view to continuing the tenancy on a conditional basis:

1. The tenant owes and will pay rent for October 2015 in the amount of \$1,450.00 and will repay the landlord's filing fee of \$50.00 for a total payment of \$1,500.00 on or before October 23, 2015. The landlord is provided a Monetary Order in the amount of \$1,500.00 to serve and enforce in the event the tenant fails to meet this obligation.
2. The tenant will pay the monthly rent of \$2,500.00 on or before the 1st day of every month from now on until such time the tenancy legally ends.

3. In the event the tenant fails to fulfill term number 1 or 2 above, the tenancy will be at an end and the landlord may serve and enforce the Order of Possession provided to the landlord with this decision. The Order of Possession shall be effective five (5) days after it is served upon the tenant.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching an agreement to settle their dispute and to record the agreement in the form of a decision or order. Section 62(3) also provides that I may issue any order necessary to give effect to the rights, obligations and prohibitions under the Act, regulations or tenancy agreement.

I have accepted and recorded the agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with a Monetary Order in the amount of 1,500.00 that may be served and enforced in the event the tenant fails to fulfill term number 1 of the mutual agreement.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective five (5) days after service that may be served and enforced upon the tenant in the event the tenant fails to fulfill term number 1 or 2 of the mutual agreement.

As this tenancy continues at this time, the security deposit and/or pet damage deposit remain in trust for the tenant to be administered in accordance with the Act.

Conclusion

The parties reached a mutual agreement in resolution of their respective applications. The landlord has been provided a Monetary Order and an Order of Possession that may be served and enforced in the event the tenant fails to fulfill the terms mutually agreed upon.

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: October 13, 2015

Residential Tenancy Branch

