



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of possession – Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. After both Parties gave evidence and made submissions, the Parties came to a mutual agreement to resolve the dispute.

### Agreed Facts

The tenancy of a basement unit started on September 20, 2015 for a fixed term to end August 31, 2016. Rent of \$900.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. In mid-December 2015 the house containing the unit was sold to the current Landlord who continues to rent the upper suite to other tenants. On January 3, 2016 the Landlord served the Tenant in person with a 10 day notice to end tenancy for unpaid rent. The Tenant did not dispute the notice as the intention was to find another unit. The Tenant has not found another unit and wishes to remain in the unit. The Tenant has not paid any rent and the Landlord has not collected any rent for January to March 2016

inclusive. The Landlord is willing to continue the tenancy if the Tenant pays all the outstanding rents of \$2,700.00 (January to March 2015 inclusive).

### Mutual Agreement

**The Parties mutually agree as follows:**

- 1. The Tenant will pay to the Landlord at 6:00 p.m. on March 2, 2015 the sum of \$2,700.00 in cash;**
- 2. The Landlord will attend the rental unit at 6:00 p.m. March 2, 2016 to collect the above sum of money in cash and will give the Tenant a receipt for the payment;**
- 3. The tenancy will continue upon the payment of the above sum of cash;**
- 4. If the Tenant fails to pay the above sum of cash as agreed, the Tenant will move out of the unit;**
- 5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the above mutual agreement and in order to give effect to the agreement I provide the Landlord with an order of possession that may be served on the Tenant if the Tenant fails to pay the rent as agreed. If the Tenant does not pay the sum agreed upon I provide the Landlord with a monetary order for unpaid rent for January and February 2016 in the amount of \$1,800.00 and give the Landlord leave to reapply for any further unpaid rent to the date the Tenant either moves out of the unit or is removed from the unit by the order of possession.

### Conclusion

The dispute has been resolved through mutual agreement. If the Tenant does not pay the rent as agreed above I grant the Landlord an order of possession effective two days after service of the order on the Tenant. If the Tenant does not pay the sum agreed to above I grant the Landlord an order under Section 67 of the Act for the amount of

**\$1,800.00.** If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: March 02, 2016

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Residential Tenancy Branch

