



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN THE PARTIES

Dispute Codes OPR, MNR, ET

Introduction

This matter dealt with an application by the landlord for an Order of Possession for unpaid rent or utilities; for a Monetary Order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of this proceeding.

A discussion took place regarding the landlord's application for an Early End to Tenancy; the landlord withdrew this section of his application. It was also determined that rent was due on the first of each month and the 10 Day Notice to End Tenancy (the Notice) was served on June 30, 2016, one day before the rent was due. As the Notice was served prematurely and on the day it was issued there was no outstanding rent on June 30, 2016 as July's rent was not due until July 01, 2016 the Notice has been set aside.

Through the course of the hearing the landlord and the tenant came to an agreement in settlement of the landlord's application for a Monetary Order for unpaid rent and utilities.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant agreed to pay rent for July, 2016 by certified cheque.
- The tenant agreed to pay unpaid utilities for July and August, 2016 by a Money Order. The certified cheque is for \$700.00 of which \$660.00 is rent

for July, 2016; \$40.00 towards utilities for July, 2016. The Money Order will be for \$80.00, of which \$20.00 is the balance of utilities for July, 2016 and \$60.00 for utilities for August, 2016.

- The tenant agreed to ensure this certified cheque and Money Order are sent by registered mail to the landlord today August 19, 2016.
- The tenant agreed to show the landlord any receipts for utilities paid for May and June, 2016 upon the landlord's request. If utilities are found not to have been paid for May and June, 2016 the tenant agreed to pay these utilities.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The tenant is bound by the terms of this agreement. Should the tenant violate the terms of this settled agreement, it is open to the landlord to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the landlord recovery of his filing fee.

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: August 19, 2016

Residential Tenancy Branch

