



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent and a monetary order for unpaid rent. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began November 1, 2011 with monthly rent of \$1300.00 and the tenants paid a security deposit of \$650.00.

On January 15, 2012 the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that a payment plan agreement had been reached with the tenants and the plan outlines that the tenants will make the following payments:

- February 18, 2012 - \$800.00
- March 3, 2012 - \$800.00
- March 17, 2012 - \$800.00
- March 30, 2012 - \$800.00
- April 6, 2012 - \$800.00
- April 20, 2012 - \$800.00

As of April 20, 2012 the tenants will be caught up with the rent arrears and then pay the rent \$650.00 bi-weekly payments.

The landlord stated that she is no longer seeking to enforce the order of possession for the rental unit and that by mutual agreement the tenancy will continue.

The landlord stated that she has sent a letter to the tenants outlining this agreement and in the hearing requested that the tenant call her with their employment information.

The tenant stated that they have also agreed to vacate the rental property if they cannot keep up with the payment plan as agreed to.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The Parties have resolved the dispute on the mutually agreed upon terms as set out above.

The notice to end tenancy for unpaid rent is hereby set aside and the tenancy continues in full force and effect.

The landlord's application is dismissed.

Conclusion

The Parties have resolved the dispute as set out on the mutually agreed upon terms.

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: February 20, 2012

Residential Tenancy Branch