



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenant: MT MNR FF  
For the landlord: OPR MNR MNSD FF

### Introduction

This hearing was convened as a result of the cross applications of the parties under the *Residential Tenancy Act* (the “Act”).

The landlord applied for an order of possession for unpaid rent, a monetary order for unpaid rent, authorization to keep all or part of the security deposit, and to recover the filing fee.

The tenant applied for more time to cancel a notice to end tenancy, to cancel a notice to end tenancy for unpaid rent, and to recover the filing fee.

The tenant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

### Settlement Agreement

During the hearing, the parties agreed to settle their matters, on the following conditions:

1. The tenancy will continue until ended in accordance with the *Act* if the payments described below are made in full by the tenant and by the dates specified.
2. The parties agree that the tenant owes the landlord **\$2,370.00** in unpaid rent prior to January 15, 2013.
3. By mutual agreement, the parties agree that monthly rent in the amount of \$2,000.00 is due and payable in two installments of \$1,000.00 on the 15<sup>th</sup> and 25<sup>th</sup> day of each.

4. The tenant will make her first payment to the landlord in the amount of **\$2,370.00 on January 25, 2013.**
5. The tenant will make her second payment to the landlord in the amount of **\$2,000.00 on February 15, 2013** which reflects January 15 to February 15, 2013 rent.
6. The tenant will make her third payment to the landlord in the amount of **\$1,000.00 on February 25, 2013** which reflects the first half of February 15 to March 15 2013 rent.
7. The tenant will make her fourth payment to the landlord in the amount of **\$2,000.00 on March 15, 2013** which reflects the second half of February 15 to March 15, 2013 rent and the first half of March 15 to April 15, 2013 rent.
8. The tenant will make her fifth payment to the landlord in the amount of **\$1,000.00 on March 25, 2013** which reflects the second half of March 15 to April 15, 2013 rent.
9. On April 15, 2013, the regular rent payments continue which are comprised of \$1000.00 on the 15<sup>th</sup> and \$1,000.00 on the 25<sup>th</sup> of each month for a total monthly rent of \$2,000.00 in accordance with #3 above.
10. The parties agree to waive the recovery of their filing fee as part of this settled agreement.
11. The landlord agrees to provide the tenant a receipt for every payment made from this date forward.
12. The landlord is granted an order of possession **effective 2 days after service on the tenant** which will be of no force or effect if the amounts owing have been paid in accordance with the mutual agreement described above.
13. The parties withdraw their applications in full as part of this settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

If the tenant fails to abide by the above terms the landlord has an order of possession effective **2 days after service on the tenant**. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. The order of possession will be of no force or effect if the amounts owing have been paid in accordance with the mutual agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 18, 2013