



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lexington Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the tenants: CNR
For the landlord: MNSD, OPR, MNR, FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The tenants applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice").

The landlord applied for authority to retain the tenants' security deposit, a monetary order for unpaid rent, an order of possession for the rental unit due to unpaid rent, and for recovery of the filing fee.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties were provided the opportunity to present their evidence orally, refer to documentary evidence submitted prior to the hearing, and make submissions to me.

At the conclusion of the oral evidence, a mediated discussion ensued and the parties agreed to resolve their differences.

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The parties agree that as of the day of the hearing, there was a rent deficiency of \$1087.51 owed by the tenants;
2. The tenant agrees that the rent deficiency of \$1087.51 will be paid on or before May 22, 2013;

3. As the tenant agrees that a rent deficiency of \$1087.51 through May 2013 is owed, the landlord is issued a monetary order in that amount in the event the tenants fail to pay the landlord the unpaid rent by May 22, 2013;
4. The landlord agrees that the tenancy will continue until at least May 22, 2013, in order that the tenants may pay the rent deficiency;
5. The landlord will be issued an order of possession for the rental unit, based upon the settled agreement, effective May 23, 2013, and in the event that the tenants fail to pay the rent deficiency of \$1087.51 on or before May 22, 2013, the landlord may serve the order of possession for the rental unit on the tenants and obtain a writ of possession if necessary;
6. The tenant understands that even if the tenant pays the rent deficiency by May 22, 2013, the tenancy ends on May 31, 2013 if the parties do not otherwise come to an agreement to extend the tenancy; and
7. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the parties' respective applications and that no finding is made on the merits of either of the said applications for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with a monetary order for \$1087.51.

The final, legally binding monetary order in the amount of \$1087.51 is enclosed with the landlord's Decision. Enforcement of the order is through in the Provincial Court of British Columbia (Small Claims) as an order of that Court.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to pay the rent deficiency of \$1087.51 by May 22, 2013, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the

terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This settled agreement 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* and is being mailed to both the applicant and the respondent.

Dated: May 03, 2013

Residential Tenancy Branch

