



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OJ Realty and Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice").

The parties appeared and were affirmed into the hearing. The evidence was discussed and each party acknowledged receipt of the other's evidence submissions; however the landlord stated that they received the tenant's evidence the morning of the hearing.

I note that as the tenant's evidence contained a proposed schedule of payments to resolve the matter of unpaid rent, the issue of a settlement was explored.

Thereafter 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 tenant agrees that the total amount owed to the landlord in unpaid rent and late fees is \$8100;
2. The tenant has offered and the landlord has accepted the tenant's proposed payment schedule, more particularly, the tenant will make a payment of \$1000 on or before May 22, 2013, a payment of \$1000 on or before June 5, 2013, a payment of \$1000 on or before June 19, 2013, and a payment of \$5100 on or before June 28, 2013;
3. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to make any of the payments by each proposed date as outlined above, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
4. The landlord agrees to not serve the order of possession on the tenant unless the tenant fails to make the payments in the payment schedule; and

5. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and that no finding is made on the merits of the said application 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 an order of possession for the rental unit in the event the tenant fails to make the payments as outlined in the Settled Agreement.

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 08, 2013

Residential Tenancy Branch

