



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, OPB, MNR, MNSD, MNDC, O, FF

Introduction:

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, to recover the fee for filing an Application for Dispute Resolution, and for "other".

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy and for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*.

The Landlord and the female Tenant were represented at the hearing.

The Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of , and evidence the Landlord wishes to rely upon as evidence were sent to the male Tenant, via registered mail, on May 24, 2013. The Tenant agreed that those documents were mailed to the rental unit. She stated that she has advised the male Tenant of these proceedings and that she is representing him at these proceedings. I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided:

Is the Landlord entitled to an Order of Possession or should the Notice to End Tenancy for Unpaid Rent be set aside; is the Landlord entitled to a monetary Order for unpaid rent; and is there a need to issue an Order requiring the Landlord to comply with the *Act* or the tenancy agreement?

Background and Evidence:

At the outset of the hearing the parties mutually agreed to settle the issues in dispute in these proceedings under the following terms:

- The tenancy shall continue
- The Tenant will pay \$1,400.00 to the Landlord by June 21, 2013
- The Tenant will pay \$2,600.00 to the Landlord by July 01, 2013
- The Tenant will pay August rent when it is due
- The Landlord will receive an Order of Possession that is enforceable only if any of the above payments are not made on the aforementioned dates
- The Landlord will receive a monetary Order for \$4,000.00 that is enforceable only if any of the above payments are not made on the aforementioned dates.

Analysis

The issues in dispute have been resolved in accordance with the terms of the settlement agreement.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant only if the Tenant does not comply with the payment agreement outlined in this decision. Once served upon the Tenant it may be filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

On the basis of the settlement agreement, I grant the Landlord a monetary Order for \$4,000.00. This Order may be served on the Tenant only if the Tenant does not comply with the payment agreement outlined in this decision. Once served upon the Tenant it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This agreement is recorded and the Orders issued on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 13, 2013

Residential Tenancy Branch