



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sutton Group Medallion Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution 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 female tenant and an agent for 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.

The tenant confirmed receiving the evidence package from the landlord and had the opportunity to review it prior to the hearing. The tenant confirmed that the tenants did not submit evidence in response to the landlord's application. I find the tenants were served in accordance with the *Act*.

Settlement Agreement

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

1. The tenants agree that **\$2,900.00 in unpaid rent is owing to the landlord**. This amount is comprised of \$100.00 owing for April 2013 rent, \$1,400.00 for May 2013 rent, and \$1,400.00 for June 2013 rent.
2. The tenancy will continue until ended in accordance with the *Act*, if the payments described below are made in full by the tenants and by the dates and times specified below.
3. The tenants' first payment to the landlord will be **\$1,250.00** on or before **June 5, 2013** by 1:00 p.m.

4. The tenants' second payment to the landlord will be **\$300.00** on or before **June 15, 2013** by 1:00 p.m.
5. The tenants' third payment to the landlord will be **\$300.00** on or before **June 22, 2013** by 1:00 p.m.
6. The tenants' fourth payment to the landlord will be **\$800.00** on or before **July 1, 2013** by 1:00 p.m.
7. The tenants' fifth payment to the landlord will be **\$250.00** on or before **July 15, 2013** by 1:00 p.m.
8. The landlord waives their \$50.00 filing fee as part of this settlement agreement.
9. The landlord is granted an order of possession **effective in 2 days after service on the tenants**, which will be of no force or effect if the amounts owing have been paid in full according to the terms described above.
10. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,900.00**, which will be of no force or effect if the amounts owing have been paid in full according to the terms described above.
11. The landlord agrees to withdraw their application in full as part of this settlement agreement.

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

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

If the tenants fail to abide by the above terms the landlord has an order of possession effective 2 days after service on the tenants. The tenants must be served with the order of possession. Should the tenants 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 amount owing has been paid in accordance with the mutual agreement described above.

I grant the landlord a monetary order in the amount of \$2,900.00 which will be of no force or effect if the amount owing has been paid by the tenants in accordance with the above terms.

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: June 04, 2013

Residential Tenancy Branch

