



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Blueridge Apartments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, MNDC, FF

Introduction and Issues to be Decided:

The landlord has applied for an Order for Possession and Monetary Order based upon a Notice To End the Tenancy for non-payment of rent dated June 3, 2013 with an effective date of June 13, 2013. All parties attended the hearing. During the hearing I determined that the paragraph in the addendum of the tenancy agreement regarding the late payment of rent and bank charges is void and unenforceable.

Settlement:

The parties agreed that the tenancy shall continue provided the tenants satisfy the payment agreement below and they have asked that I record the terms pursuant to section 63(2) as follows:

- a. The tenants will pay the landlord \$ 1,500.00 by July 26, 2013 for the rent for July 2013,
- b. The tenants will pay the landlord \$ 1,500.00 by August 15, 2013 for the rent for August 2013, and
- c. If the tenants fail to complete the payments in paragraph a. or b. in full and on time the landlord will execute an Order for Possession, retain the security deposit inclusive of interest amounting to \$ 725.00 and execute a net Monetary Order for sum of \$ 775.00 representing the rent for either July or August 2013.

Conclusion:

As a result of the settlement I granted an Order for Possession effective July 27, 2013 and a Monetary Order in the amount of \$ 775.00 effective July 27, 2013, both which are

not to be executed upon unless the tenants are in breach of paragraphs a. or b. herein and at that time are to be given credit for any payments actually received. If the tenants complete the payment in paragraph a. and b. herein the Monetary Order and Order for Possession are void and unenforceable. There shall be no order with respect to reimbursement of the cost of the filing fee. The landlord must serve the tenants with this decision and Orders as soon as possible. The paragraph in the addendum of the tenancy agreement regarding the late payment of rent and bank charges is void and unenforceable.

This decision 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: July 23, 2013

Residential Tenancy Branch