



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Columbian Centennial Housing Society  
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, for a monetary order for unpaid rent, for authorization to retain all or part of the security deposit, and to recover the filing fee.

The tenants and an agent for the landlord (the "agent") 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 tenants confirmed receiving the evidence package from the landlord prior to the hearing and that they had the opportunity to review the evidence prior to the hearing. The tenants confirmed that they 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 they owe the landlord **\$2,570.00** in unpaid rent and the filing fee, up to and including, the month of August 2013.
2. The tenant, WS, agrees to paint Unit #128 in the same complex where the tenants currently reside, as consideration towards the \$2,570.00 owing by the tenants for unpaid rent and the filing fee as described in #1 above. The value of the painting is **\$1,100.00**, and includes the labour to paint the walls only with two coats of paint, and excludes the painting of the ceilings. The parties agree that the landlord will supply the paint and work will be completed to the satisfaction of the landlord **on or before September 2, 2013 at 5:00 p.m.**

3. The landlord is granted a monetary order in the amount of \$2,570.00 pursuant to section 67 of the *Act*.
4. The landlord withdraws the 10 Day Notice dated July 9, 2013 and his request for an order of possession.
5. The parties agree that the tenancy will continue until ended in accordance with the *Act*.

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 settled agreement.

I grant the landlord a monetary order in the amount of \$2,570.00. If the landlord determines that the monetary order should be enforced, the landlord must serve the monetary order on the tenants and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The tenancy will continue until ended in accordance with the *Act*.

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: August 29, 2013

---

Residential Tenancy Branch

