



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR 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 or utilities, a monetary order for unpaid rent or utilities, and to recover the filing fee.

The tenants, the landlord, 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 and that they had the opportunity to review the landlord's 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 parties agree that the tenants owe the landlord **\$3,950.00** comprised of unpaid rent for the months of August 2013 to December 2013 inclusive, plus the \$50.00 filing fee.
2. The parties agree that the tenants will pay the landlord \$1,100.00 on or before **December 7, 2013 at 6:00 p.m.** which will go towards the amount owing described in #1 above. The landlord agrees to immediately provide a receipt for any payments made in cash by the tenants.

3. The parties agree that monthly rent is \$800.00 per month and is due on the first day of each month.
4. The tenants agree to pay the landlord an extra **\$300.00** in addition to their monthly rent on the first day of each month, as a payment towards the amount owing as described in #1 above. The tenants also agree to continue the extra \$300.00 payments until the amount owing described in #1 above has been paid in full. Both parties agree to keep a ledger to track all payments made.
5. The landlord is granted an order of possession effective **two (2) days from service on the tenants** which the parties agree will only be served and enforced by the landlord should the tenants fail to make any payments as described in #2, #3, or #4 above.
6. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,950.00**, which will be of no force or effect if the amounts owing have been paid in accordance with #2, #3, and #4 above.

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 mutually settled agreement described above.

The landlord has been granted an order of possession effective two (2) days from service on the tenants which the parties agree will only be served and enforced by the landlord should the tenants fail to make any payments as described in #2, #3 or #4 above.

The landlord has been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$3,950.00, which will be of no force or effect if the amounts owing have been paid in accordance with #2, #3, and #4 above.

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: December 2, 2013

Residential Tenancy Branch

