



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"), seeking an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent, and for recovery of the filing fee.

The landlord, his agent and tenant TS, on behalf of both listed tenants, attended the hearing and each representative submitted some of their respective positions.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

### Issue(s) to be Decided

Will the tenant agree to vacate and will the landlord be issued an order of possession?

Can the parties reach a mutual agreement to resolve this dispute?

### Settled Agreement

The landlord and the tenant agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The landlord agrees to allow the tenant 10 days to pay the outstanding rent deficiency in order to salvage the tenancy;
2. The tenant agrees to pay the outstanding rent deficiency of \$7200, or unpaid rent of \$1800 per month from October 2013 through January 2014, by January 18, 2014
3. The tenant agrees to vacate the rental unit by 1:00 p.m. on January 18, 2014, if he has not paid the rent deficiency by January 18, 2014;

4. The landlord agrees that the tenancy will continue until January 18, 2014, at 1:00 p.m., pending the tenant paying the entire rent deficiency;
5. The landlord agrees that the tenancy may continue beyond January 18, 2014, if the entire rent deficiency of \$7200 is paid by January 18, 2014, until it may otherwise end under the Act;
6. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to pay the rent deficiency of \$7200 or to vacate the rental unit by 1:00 p.m., January 18, 2014, the landlord may serve the order of possession on the tenants and obtain a writ of possession;
7. The tenant understands that the landlord will be issued a monetary order for the amount of \$7200, which may be served upon the tenant and enforced if the tenant fails to pay \$7200 by January 14, 2014; and
8. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

### Conclusion

The landlord and the tenant have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with a monetary order for \$7200.

The final, legally binding monetary order in the amount of \$7200 is enclosed with the landlord's Decision.

Should the tenant fail to pay the landlord this amount by January 18, 2014, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to pay \$7200 by January 18, 2014, or alternatively to vacate the rental unit by January 18, 2014, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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* and is being mailed to both the applicant and the respondents.

Dated: January 9, 2014

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Residential Tenancy Branch

