



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC 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, for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit, and to recover the filing fee.

The tenant 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.

Settlement Agreement

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

1. The parties agree that the tenant owes the landlord **\$655.00** comprised of \$605.00 in rent arrears, plus the \$50.00 filing fee.
2. The parties agree that the tenant will repay the \$655.00 owing as described #1 above, via two payments of \$327.50, the first payment being due on **Friday, January 17, 2014 by 5:00 p.m. of \$327.50**, and the second payment being due on **Friday, February 7, 2014 by 5:00 p.m. of \$327.50**. Both payments will be paid by the tenant to the landlord via the "Tenant Pay" bill payment service.
3. The tenant confirms that he understands that monthly rent is currently \$1,020.00 per month and due on the first day of each month.
4. The parties agree that the landlord will be granted a **conditional** order of possession effective **two (2) days after service on the tenant** which will be of no force or effect if the tenant successfully pays the landlord in accordance with #2 above, and pays the monthly rent of \$1,020.00 on February 1, 2014. If the tenant fails to make either payment described in #2 above, or fails to pay

February 1, 2014 rent of \$1,020.00 due on February 1, 2014, the order of possession will be of full force and effect and may be served upon the tenant.

5. The tenant agrees to withdraw his application in full as part of this mutually settled agreement.
6. The parties agree that the landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$655.00** which will be of no force or effect if the tenant pays the landlord in accordance with #2 above, and both payments described in #2 above are successfully received and deposited by the landlord.

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.

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant, which will be of no force or effect if the tenant successfully pays the landlord in accordance with #2 above, and pays the monthly rent of \$1,020.00 due on February 1, 2014. If the tenant fails to make either payment described in #2 above, or fails to pay February 1, 2014 rent of \$1,020.00 due on February 1, 2014, the order of possession will be of full force and effect and may be served upon the tenant. Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord has been granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$655.00** which will be of no force or effect if the tenant pays the landlord in accordance with #2 above, and both payments described in #2 above are successfully received and deposited by the landlord. Should the landlord need to enforce the monetary order, the monetary order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: January 16, 2014

Residential Tenancy Branch

