



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MT CNC CNR
For the landlord: OPR OPC OPB MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied to cancel a Notice to End Tenancy and for more time to make an application to dispute a Notice to End Tenancy. The landlord applied for an order of possession for unpaid rent or utilities, for cause, and due to the tenant breaching an agreement with the landlord, for a monetary order for unpaid rent or utilities, for authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenant and the landlord attended the hearing. The parties had the hearing process explained to them and an opportunity to ask questions about the hearing process was provided to both parties.

During the hearing, the parties confirmed that they received evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Settlement Agreement

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

1. The parties agree that the tenancy will end on **January 31, 2014 at 1:00 p.m.**
2. The landlord is granted an order of possession **effective January 31, 2014 at 1:00 p.m.** The landlord must serve the tenant with the order of possession.
3. The parties agree that the tenant owes the landlord \$3,050.00, comprised of unpaid rent of \$1,000.00 for November 2013, \$1,000.00 for December 2013, \$1,000.00 for January 2014, and the \$50.00 filing fee.
4. The parties agree that the tenant will surrender the full security deposit of **\$500.00** towards the amount owing listed above in #3, reducing the total amount owing by the tenant to the landlord to **\$2,550.00.**
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,550.00, which will be of no force or effect** if the amount owing has been paid by the tenant to the landlord in accordance with #6 below.
6. The parties agree that the tenant will pay the landlord a minimum of \$250.00 per month on the **10th day of each month, by Interac E-Transfer payments starting February 10, 2014,** and will continue each month until the full amount owing of \$2,550.00 has been paid in full by the tenant. The e-mail address of the landlord was confirmed by the tenant during the hearing for the purposes of the Interac E-Transfer payments.
7. The parties agree to withdraw their applications in full as part of this settlement agreement.

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 January 31, 2014 at 1:00 p.m. which must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

The landlord has been granted a monetary order in the amount of \$2,550.00 which will be of no force or effect if the amount owing has been paid by the tenant in accordance with #6 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: January 7, 2014

Residential Tenancy Branch

