



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TOTAL CONCEPT MGT. & REALTY  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MT CNR FF

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for more time to make an application to cancel a Notice to End Tenancy, to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, (the "10 Day Notice"), and to recover the filing fee.

The tenant, an agent for landlord (the "agent"), and the owner of the rental unit 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 agent confirmed receiving the evidence package from the tenant and had the opportunity to review that evidence prior to the hearing. The agent confirmed that the landlord did not serve evidence in response to the tenant's application. I find the tenant was served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter related to the 10 Day Notice dated January 7, 2014, on the following conditions:

1. The tenancy will continue as long as the tenant pays the landlord **\$1,400.00** in unpaid rent owing to the landlord as agreed upon below.
2. In addition to the monthly rent of \$700.00 due on the first day of each month by the tenant, the tenant agrees to pay the landlord an extra **\$350.00** until the full amount of \$1,400.00 described in #1 above, has been paid in full by the tenant by paying the landlord \$350.00 on the following dates: **March 17, 2014, April 22, 2014, May 20, 2014 and June 16, 2014.**

3. The landlord is 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 pays the landlord in accordance with #2 above, and all payments are successfully received and cashed by the landlord.
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,400.00**, which will be of no force or effect if the amount owing has been paid by the tenant to the landlord, in accordance with #2 above, and all payments are successfully received and cashed by the landlord.
5. The parties agree that the 10 Day Notice dated January 7, 2014 is mutually withdrawn by the agreement of the parties.
6. The tenant withdraws her application in full and waives her filing fee as part of this mutually settled 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 two (2) days after service on the tenant, which will be of no force or effect, if the tenant pays the landlord in accordance with #2 above, and all payments are successfully received and cashed by the landlord. Should the landlord require enforcement of the order of possession, the landlord must first serve the tenant with the order of possession. This order 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 \$1,400.00, which will be of no force or effect if the amount owing has been paid by the tenant to the landlord, in accordance with #2 above, and all payments are successfully received and cashed by the landlord. Should the landlord require enforcement of the monetary order, the landlord must first serve the tenant with the monetary order. This order may be filed in the Provincial Court of British Columbia (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: February 24, 2014

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Residential Tenancy Branch

