



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAKOLA RNH HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with the landlord's application for an Order of Possession and a Monetary Order for unpaid rent. The landlord and the female tenant appeared at the hearing. The landlord provided registered mail receipts as proof that both named tenants were served with the hearing documents by way of registered mail.

During the hearing, the parties reached a mutual agreement that I have recorded by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

It was undisputed that as of the date of the hearing, the tenants are in rental arrears in the amount of \$2,933.00 including rent for the month of March 2014. The parties mutually agreed to the following terms during the hearing:

1. If, by March 28, 2014, the tenants pay or provide proof to the landlord that payment of \$2,933.00 has been made to the landlord, the tenancy shall be re-instated.
2. With this decision, the landlord shall be provided an Order of Possession and a Monetary Order to serve and enforce **if** the tenants fail to fulfill the above term.

Analysis

Under section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the term(s) an Order to be binding upon both parties.

Pursuant to the mutual agreement, I have provided the landlord with an Order of Possession that may be served in the event the tenants fail to fulfill term 1. of the mutual agreement. The Order of Possession shall be effective two (2) days after service upon the tenants. Should the tenants meet their obligation under term 1. the Order of Possession provided with this decision becomes null and void.

Pursuant to the mutual agreement, I have provided the landlord with a Monetary Order in the sum of \$2,933.00 that may be served in the event the tenants fail to fulfill term number 1 of the mutual agreement. The landlord is at liberty to enforce the balance outstanding by filing the Monetary Order in Provincial Court (Small Claims Division)

Conclusion

The landlord has provided a conditional Order of Possession and Monetary Order that may be served and enforced in the event the tenants fail to fulfill the mutual agreement to pay the rental arrears by March 28, 2014.

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*.

Dated: March 25, 2014

Residential Tenancy Branch

