



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC SKYLINE CONSTRUCTION AND DEVELOPMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR 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 unpaid rent or utilities, and to recover the filing fee.

The tenant and the 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.

The landlord's documentary evidence was excluded in full as the landlord failed to submit their documentary evidence in accordance with the rules of procedure. The tenant confirmed that he did not serve evidence in response to the landlord's application.

Settlement Agreement

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

1. The parties agree that the monthly rent is \$1,100.00 per month and due on the first day of each month, and that the tenant is responsible to pay the water bill as water is not included in the monthly rent.
2. The tenant agrees that he owes the landlord **\$722.00** comprised of \$200.00 in unpaid rent, \$50.00 for the filing fee, and \$472.00 for the unpaid water bill.

3. The parties agree that the tenant has provided a cheque in the amount of \$366.67 to the landlord towards the amount owing of \$722.00 described in #2 above, which leaves a balance owing of \$355.33 that the tenant agrees to pay the landlord in 3 installments of \$118.44 on: **April 1, 2014, May 1, 2014, and June 1, 2014.**
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$722.00 which will have no force or effect if the tenant pays the landlord in accordance with #3 above, and the landlord successfully cashes each of the cheques received from the tenant.
5. The landlord agrees to withdraw their application as part of this mutually settled agreement and the parties agree the tenancy will continue until ended in accordance with the *Act*.

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 a monetary order in the amount of \$722.00 which will be of no force or effect if the amount owing has been paid as described above in #3. If the tenant fails to make any of the payments described above in #3, the landlord must serve the monetary order on the tenant, and the monetary order 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: March 7, 2014

Residential Tenancy Branch

