



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AA Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNR, OPR, FF

### Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act").

The parties appeared and announced that they had settled their differences.

### Settled Agreement

The landlord and tenant hereby agreed to a mutual settlement under the following terms and conditions:

1. The parties agree that the tenant owes the landlord the amount of \$2782.50 in unpaid rent;
2. The tenant agrees that the landlord will be issued a monetary order in the amount of \$2782.50;
3. The parties agree that the tenant will make installment payments to satisfy the monetary award of \$2782.50, as follows: \$800 on April 24, 2014, and the same amount, \$800, every two weeks thereafter, for a total of 3 payments of \$800 and a final payment two weeks following in the amount of \$382.50;
4. The landlord agrees that they will not seek enforcement of the monetary order so long as the tenant follows his agreed payment plan and that the monetary order is null and void pending the tenant's timely payments as agreed above;
5. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to make his payments as recorded above, the landlord may serve the order of possession on the tenant and obtain a writ of possession;
6. The landlord agrees to not serve the order of possession on the tenant unless the tenant fails to make his agreed upon payments;
7. The landlord understands that the monetary order and the order of possession for the rental unit are null and void if the tenant makes his timely payments as per his agreement as recorded above; and
8. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

## Conclusion

The landlord and the tenant have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with a monetary order for \$2782.50 and it is enclosed with their Decision. The monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement if necessary.

The landlord is advised that should enforcement of the monetary order become necessary, their monetary order is reduced by any payments already received by the landlord from the tenant.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to make timely payments as agreed above.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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* and is being mailed to both the applicant and the respondent.

Dated: April 24, 2014

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Residential Tenancy Branch

