



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRISTOL ESTATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep all or part of the security deposit, and to recover the filing fee.

The tenant and an 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.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenant owes the landlord **\$1,950.00** comprised of unpaid rent, late fees, and the filing fee.
2. The parties agree that the tenant surrenders her \$425.00 security deposit in full towards the \$1,950.00 owing described in #1 above, leaving a balance owing by the tenant to the landlord in the amount of **\$1,525.00** as of the date of this hearing, September 16, 2014.

3. The parties agree that the tenant will repay the \$1,525.00 owing to the landlord as described in #2 above, via a minimum monthly payment of **\$250.00** on the 20th day of each month starting on **September 20, 2014**, and will continue until such time that the full amount of \$1,525.00 has been paid in full. The landlord agrees to issue the tenant receipts for all payments received by the tenant.
4. The parties agree that monthly rent is currently \$850.00 per month and due on the first day of each month and is in addition to the amount owing and payments described in #3 above.
5. The parties agree that the landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,525.00** which will be of no force or effect if the tenant successfully pays the landlord in accordance with #3 above.
6. The parties agree that the landlord will be 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 successfully pays the landlord in accordance with #3 above, and continues to pay the monthly rent of \$850.00 on the first day of each month as described in #4 above. If the tenant misses any payments described in #3 or #4 above, the order of possession will be of full force and effect and may be served upon the tenant.
7. The landlord agrees to withdraw their application in full 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 settlement agreement described above.

The landlord has been 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 if the tenant successfully pays the landlord in accordance with #3 above, and continues to pay the monthly rent of \$850.00 on the first day of each month as described in #4 above. If the tenant misses any payments described in #3 and #4 above, the order of possession will be of full force and effect and may be served upon the tenant.

Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenant and the order of possession 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 \$1,525.00 which will be of no force or effect if the tenant pays the landlord in accordance with #3 above. Should the landlord need to enforce the monetary order, the monetary order must be served on the tenant and 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: September 16, 2014

Residential Tenancy Branch

