



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
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 unpaid rent or utilities, 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 teleconference 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 these matters, on the following conditions:

1. The parties agree that the tenant owes the landlord **\$3,716.00** comprised of unpaid rent for the months of June, July, August, and September of 2014, including late fees and the filing fee of \$50.00.
2. The parties agree that the tenant will pay the landlord the amount described in #1 above, \$3,716.00, on or before **October 10, 2014 by 4:00 p.m.**
3. The parties agree that the landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,716.00**, which will be of no force or effect, if the tenant pays the landlord in accordance with #2 above and the payment described in #2 above is successfully received and deposited by the landlord.

4. 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 #2 above. If the tenant fails to make the payment described in #2 above, the order of possession will be of full force and effect and may be served upon the tenant and enforced. If the tenant successfully pays the landlord in accordance with #2 above, the parties agree the tenancy will continue until ended in accordance with the *Act*.
5. 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 tenant successfully pays the landlord in accordance with #2 above. If the tenant fails to make the payment described in #2 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. If the tenant successfully pays the landlord in accordance with #2 above, the parties agree the tenancy will continue until ended in accordance with the *Act*.

The landlord has been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$3,716.00 which will be of no force or effect if the tenant pays the landlord in accordance with #2 above, and the payment is successfully received and deposited by the landlord. 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 26, 2014

Residential Tenancy Branch

