



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION
and [tenant name suppressed to protect privacy]

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenant's security and pet deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (Act), regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

At the outset of the hearing the parties attending stated that the parties have come to an agreement to settle the matter. The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant has provided four postdated cheques and agreed that the funds will be available to honour each of these cheques on the dates given on the cheques as follows:
 - October 07, 2014 - \$275.00
 - October 29, 2014 - \$275.00
 - November 07, 2014 - \$275.00
 - November 21, 2014 – 280.81

- The Parties agreed that in the event that any of the four cheques are not cleared at the bank due to insufficient funds or for any other reason the landlord is at liberty to file a new application to recover the unpaid rent despite the two year time frame for applications to be made.
- The landlord agreed to withdraw their application for a Monetary Order at this time.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the landlord's application. In the event the tenant does not abide by this agreement the landlord is at liberty to file a new application to recover any outstanding rent due at that time.

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: September 29, 2014

Residential Tenancy Branch

