



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEAK PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF (Landlord's Application)
CNR, FF (Tenant's Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlord and Tenant. The Tenant applied to cancel the notice to end tenancy for unpaid rent and to recover the filing fee.

The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent. The Landlord also requested to keep the Tenant's security deposit, and to recover the filing fee.

An agent for the Landlord appeared for the hearing and provided affirmed testimony. The Tenant appeared for the hearing with his brother who made submissions on his behalf. The Tenant's brother also called a witness who provided affirmed testimony during the hearing.

Both parties made a number of submissions during the hearing and after a lengthy discussion, the parties agreed to end the tenancy on a mutual agreed date with conditions of payment.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy Act* (the "Act"), the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties **agreed** to settle both Applications in full and final satisfaction of all of the issues under the following terms:

1. The tenancy will end on **October 31, 2014 at 1:00 p.m.** and the Tenant will vacate the rental unit on this date and time.
2. The Landlord agreed to end the tenancy on the above date and time conditional upon the Tenant making rental arrear payments in the amount of \$3,550.00.
3. The Tenant consented to the Landlord keeping his security deposit in the amount of \$650.00 in partial satisfaction of this amount. This leaves an outstanding balance of \$2,900.00 payable by the Tenant to the Landlord.
4. The Tenant agreed to make this payment to the Landlord by **12:00 p.m. on October 10, 2014** in the form of a bank money order.
5. If the Tenant fails to make this payment to the Landlord by the above deadline, the Landlord can end the tenancy with an immediate Order of Possession which is enforceable two days after the Tenant is required to make payment. Original copies of this Order of Possession are attached to the Landlord's copy of this decision.
6. If the Tenant makes payment in accordance with the above agreement but fails to vacate the rental suite on October 30, 2014, then the Landlord may use the same Order of Possession to enforce the end of the tenancy.
7. The Landlord is also issued with a Monetary Order in the amount of \$2,900.00 which is enforceable in the Small Claims court as an order of that court if the Tenant fails to make payment in accordance with this agreement.

The above orders are final and binding on the parties and in full and final satisfaction of all of the issues on the Applications.

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: October 07, 2014

Residential Tenancy Branch

