



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNR, OPR, MNSD

Introduction and Issues to be Decided:

The landlord has applied for an Order for Possession and Monetary Order based upon a Notice To End the Tenancy for non-payment of rent dated January 7, 2015. The tenant had moved out of the unit as of February 1, 2015 and the landlord was no longer seeking an Order for Possession. All parties attended the hearing.

Settlement:

The parties have settled this matter and they have asked that I record the terms pursuant to section 63(2) as follows:

- a. The tenant will pay the landlord \$ 375.00 by March 15, 2015,
- b. The landlord will retain the security deposit inclusive of interest amounting to \$ 350.00, and
- c. If the tenant fails to complete the payment in paragraph a. in full and on time the landlord will execute a Monetary Order dated march 16, 2015 for the balance owing.

Conclusion:

As a result of the settlement I ordered the landlord to retain the security deposit inclusive of interest amounting to \$ 350.00 and I granted the landlord a Monetary Order in the amount of \$ 375.00 effective March 16, 2015 which is not to be executed upon unless the tenant is in breach of paragraphs a. herein and at that time is to be given credit for any payments actually received. If the tenant completes the payment in paragraph a. herein the Monetary Order is void and unenforceable. There shall be no order with respect to reimbursement of the cost of the filing fee. The landlord must serve the tenant with this decision and Order as soon as possible. I have dismissed all other 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: February 10, 2015

Residential Tenancy Branch

