



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, OPR, MNR, MNSD, MNDC, RP

Introduction and Issues to be Decided:

The tenants brought an application cancel a Notice to End the Tenancy for non-payment of rent dated January 12, 2015, to recover the cost of emergency repairs and to compel the landlord to make repairs. The landlord has applied for an Order for Possession and Monetary Order based upon the Notice To End the Tenancy for non-payment of rent dated January 12, 2015 with an effective date of January 22, 2015. All parties attended the hearing.

Settlement:

The parties agreed that the tenancy shall continue provided the tenants satisfy the payment agreement below and they have asked that I record the terms pursuant to section 63(2) as follows:

- a. The parties agree that the rent on the existing fixed term tenancy agreement ending on April 30, 2015, shall be varied to \$ 1,000.00 per month from the months of December 2014 through the duration of the tenancy ending on April 30, 2015. The parties also agree that the arrears of rent are \$ 2,000.00 as of February 3, 2015.
- b. The tenants will pay the landlord \$ 500.00 by February 4, 2015,
- c. The tenants will pay the landlord \$ 250.00 on February 18, 2015
- d. The tenants will pay the landlord \$ 1,500.00 on March 1, 2015,
- e. The tenants will pay the landlord \$ 250.00 on March 18, 2015,
- f. The tenants will pay the landlord \$ 1,500.00 on April 1, 2015,

g. If the tenants fail to complete the payments in paragraph b. through f. in full or on time the landlord will execute an Order for Possession and a Monetary Order for the balance owing, and

h. The parties will treat each other respectfully for the remainder of the tenancy.

Conclusion:

As a result of the settlement I cancelled the Notice To End the Tenancy for non-payment of rent dated January 12, 2015. I granted an Order for Possession effective February 5, 2015 and a Monetary Order in the amount of \$ 2,000.00 effective February 5, 2015, both which are not to be executed upon unless the tenants are in breach of paragraphs b. through f. herein and at that time are to be given credit for any payments actually received. If the tenants complete the payments in paragraphs b. through f. herein, the Monetary Order is void and unenforceable and the Order for Possession may only be executed on April 28, 2015 to be effective for April 30, 2015 the end of the tenancy pursuant to the tenancy agreement. There shall be no order with respect to reimbursement of the cost of the filing fee to either party. The landlord must serve the tenants with this decision and Orders as soon as. I have dismissed with leave to reapply all of the tenants' other applications. The landlords have leave to reapply for any loss of revenue or arrears should the tenants breach the settlement agreement. The parties are cautioned to deal with the security deposit in accordance with section 38 of the Act.

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 03, 2015

Residential Tenancy Branch

