



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0769727 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession, a Monetary Order and to recover the cost of the filing fee from the Tenant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

During the course of the Hearing, the Landlord withdrew his Application and the parties entered into a settlement agreement. I hereby record the terms of the settlement agreement, in accordance with the provisions of Section 63 of the Act.

1. The parties agree that monthly rent is \$650.00, due on the first day of each month.
2. The parties agree that the Tenant is in arrears of rent in the total amount of \$8,900.00 to and including June 1, 2015.
3. The Tenant will pay the Landlord rent for the month of July in the amount of \$650.00 by the end of the day, July 3, 2015, by cash.
4. The Tenant will pay \$1,000.00 per month commencing August 1, 2015, and on the first day of the month thereafter, until the balance of the arrears is paid in full. For clarification, the \$1,000.00 includes monthly rent and a payment towards arrears.
5. The Landlord is provided with an Order of Possession and a Monetary Order in the amount of \$8,900.00. In the event that the Tenant does not pay the Landlord in accordance with term 3 of this settlement agreement, the Landlord is at liberty to serve the Tenant with the Order of Possession and enforce it in the Supreme Court. The Landlord may not enforce the Order of Possession if the Tenant complies with term 3 of this settlement agreement.

6. If the Tenant does not comply with term 4 of this settlement agreement, the Landlord is at liberty to serve the Tenant with the Monetary Order and may enforce it in the Provincial Court (Small Claims), with respect to any balance then owed to the Landlord.
7. If the Tenant does not comply with term 4 of this settlement agreement, the Landlord is at liberty to issue another Notice to End Tenancy.

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 Act.

Dated: July 03, 2015

Residential Tenancy Branch

