



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied to cancel a Notice to End Tenancy for Unpaid Rent or Utilities.

The tenant and two agents for the landlord (the "agents") attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

At the outset of the hearing, the parties confirmed that they received the documentary evidence package from the other party and that they had the opportunity to review that documentary evidence prior to the hearing. Based on the above, I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the rent for April 2015 of \$360 remains owing by the tenant.
2. The tenant agrees to pay the landlord **\$360** per month on the 1st day of each month starting August 1, 2015 and continuing each month until the full balance of \$360 owing described in #1 above, has been paid in full by the tenant. This amount is in addition to the monthly rent due on the 1st day of each month.
3. The parties agree that the landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$360** which will be of no force or effect if the tenant pays the landlord in accordance with #2 above.

4. The landlord is granted a **conditional** order of possession effective **two (2) days after service on the tenant** which will be of no force or effect if the tenant successfully pays the landlord in accordance with #2 above.
5. The tenant agrees to withdraw his application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I ORDER the parties to comply with the terms of their settlement agreement described above.

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant, which will be of no force or effect if the tenant successfully pays the landlord in accordance with #2 above. Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord has been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$360 which will be of no force or effect if the tenant pays the landlord in accordance with #2 above. Should the landlord need to enforce the monetary order, the monetary order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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 *Residential Tenancy Act*.

Dated: July 10, 2015

Residential Tenancy Branch

