

Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial R.E.S. Ltd. and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u> FF, MNR, MNSD, OPR

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy, a monetary order for outstanding rent totaling \$2845.00, and a request for recovery of the \$50.00 filing fee.

During the hearing however the parties came to the following mutual agreement:

- The respondent/tenant will pay \$1500.00 today, July 14, 2015, by bank draft.
- The respondent/tenant will pay \$1395.00 tomorrow, July 15, 2015, by bank draft.
- The respondent/tenant will pay the full August rent of \$963.00 on or before August 1, 2015, by bank draft.
- The applicant/landlord has agreed that if the tenant makes all the payments as agreed to above, on time and in full, they will allow the tenancy to continue.
- The parties also agree that an Order of Possession will be issued that is enforceable two days after service on the tenant, however the landlord has agreed that that order will not be enforced unless the tenant fails to comply with the agreed-upon payment plan.
- The parties also agree that a monetary order will be issued for the full outstanding amount of rent, plus the filing fee, for a total of \$2895.00.

Page: 2

Conclusion

In light of the above agreement, I have issued an Order of Possession that is enforceable two days after service on the tenant, and I have issued a monetary order in

the amount of \$2895.00.

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: July 14, 2015

Residential Tenancy Branch