



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: OPR MNR MNSD MNDC FF
For the tenant: CNR FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”), and to recover the cost of the filing fee. The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, to retain the tenant’s security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and an agent for the landlord (the “agent”) attended the teleconference 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.

The parties confirmed receiving documentary evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the tenant was late paying November 2014 rent and owes the landlord **\$25** as a result.

2. The landlord is granted a monetary order of \$25 as a result of #1 above.
3. The parties agree that the current rent is \$625 after the \$100 rental discount is applied, and if the tenant is late with one more payment of rent, rent will revert to \$725 per month. Rent is due on or before the first day of each month.
4. The parties mutually agree to withdraw their applications in full as part of their mutually settled agreement.
5. The parties agree that the tenancy will continue until ended in accordance with the *Act*.
6. The August 9, 2015 10 Day Notice is mutually withdrawn by consent of the parties.

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 settled agreement described above.

The landlord has been granted a monetary order in the amount of \$25 pursuant to section 67 of the *Act*. Should the landlord have to enforce the monetary order, the 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: September 23, 2015

Residential Tenancy Branch

