



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ZKC INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, to keep all or part of the tenant's security deposit, to recover the cost of the filing fee, and from the details of dispute, it is clear that the landlord was also applying for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The tenant, a tenant advocate, 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.

Settlement Agreement

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

1. The parties agree that the tenant owes the landlord \$1,610 comprised of \$1,560 in rent arrears for the months of April through September 2015 inclusive, plus the \$50 filing fee.
2. The tenant agrees to surrender her full security deposit of \$505 towards the \$1,610 amount owing described in #1 above, which results in a net balance owing by the tenant to the landlord in the amount of **\$1,105**.
3. The parties agree that the tenant will pay the landlord \$335 by **Friday, September 4, 2015 by 4:00 p.m.**, and the remaining \$770 by **Thursday, September 24, 2015 by 4:00 p.m.**
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,105 which will be of no force or effect if the tenant pays the landlord in accordance with #3 above.
5. The landlord is granted an order of possession pursuant to section 55 of the *Act* effective two (2) days after service on the tenant and the landlord agrees not to serve or enforce the order of possession until September 28, 2015 if the tenant pays the landlord in

accordance with #3 above and the landlord successfully receives both payments totaling \$1,105.

6. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
7. The landlord agrees to comply with section 29 of the *Act* regarding access to the rental unit.

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 is granted an order of possession effective two (2) days after service on the tenant and agrees not to serve or enforce the order of possession until September 28, 2015 if the tenant pays the landlord in accordance with #3 above and the landlord successfully receives both payments totaling \$1,105. Should the landlord need to enforce the order of possession, the landlord must first 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 \$1,105 which will be of no force or effect if the tenant pays the landlord in accordance with #3 above, and both payments described in #3 above are successfully received and deposited by the landlord. Should the landlord need to enforce the monetary order, the monetary order must first 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 2, 2015

Residential Tenancy Branch

