



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KITSILANO MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR 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, and to recover the cost of the filing fee.

The tenant, an agent for the landlord (the "agent"), and the building caretaker 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 \$4,039.85 comprised of five months of unpaid rent of \$797.97 for each of the months of June to October inclusive, plus the \$50 filing fee.
2. The parties agree that the tenant will pay the landlord **\$4,039.85** by **Tuesday, October 13, 2015 by 4:00 p.m.**
3. If the tenant complies with #2 above and the landlord successfully deposits the \$4,039.85 in full in accordance with the deadline referred to in #2 above, the landlord agrees not to enforce the order of possession and the tenancy will then be considered re-instated.

4. If the tenant does not comply with #2 above, the landlord is granted an order of possession pursuant to section 55 of the *Act* effective **two (2) days** from service on the tenant. As noted above in #3, the order of possession will be of no force or effect if the tenant complies with #2 above and the landlord successfully receives and deposits the full amount owing.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$4,039.85 which will be of no force or effect if the tenant pays the landlord in accordance with #2 above, and the landlord successfully deposits the full amount owing to the landlord of \$4,039.85.
6. The landlord agrees to withdraw their 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 is granted an order of possession effective two (2) days after service on the tenant and agrees not enforce the order of possession if the tenant complies with #2 above and the landlord successfully deposits the entire amount owing. Should the tenant not comply with #2 above and the landlord needs 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 \$4,039.85 which will be of no force or effect if the tenant pays the landlord in accordance with #2 above, and the landlord successfully receives and deposits the full amount owing. 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: October 7, 2015

Residential Tenancy Branch

