



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OJ REALTY & PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: OPR MNR MNSD MNDC FF
For the tenants: CNC CNR RR

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 landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep all or part of the security deposit, and to recover the cost of the filing fee. The tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a 1 Month Notice to End Tenancy for Cause, and for authorization to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided.

An agent for the landlord (the “agent”) and tenant B.P., who was representing both tenants, 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 tenants owe the landlord **\$2,310** in rent arrears which includes unpaid rent for September, October and November of 2015.
2. The parties agree that the tenants will pay **\$820** on **November 6, 2015** by cash to the landlord, and the landlord agrees to issue a receipt for any payments received in cash from the tenants. The amount of \$820 is comprised of \$770 in unpaid September 2015 rent, plus the \$50 filing fee.

3. The tenants agree to pay the remaining rent arrears amount owing of **\$1,540** for October and November 2015 unpaid rent by **November 20, 2015** in cash to the landlord.
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,360** which will be of no force or effect if the tenants pay the landlord in accordance with #1 and #2 above.
5. The landlord is granted a conditional order of possession effective **two (2) days after service on the tenants** which will be of no force or effect if the tenants pay the landlord in accordance with #1 and #2 above.
6. The parties agree that should the tenancy continue, monthly rent for December 2015 and for all future rent will be due **on or before the 7th day of each month.**
7. The parties agree to mutually withdraw their respective applications in full and the 10 Day Notice dated September 2, 2015 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 tenants, which will be of no force or effect if the tenants pay the landlord in accordance with #1 and #2 above. Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenants 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 \$2,360 which will be of no force or effect if the tenants pay the landlord in accordance with #1 and #2 above. Should the landlord need to enforce the monetary order, the monetary order must be served on the tenants 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: November 4, 2015

Residential Tenancy Branch

