



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY  
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, 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 tenant confirmed that she received and reviewed the landlord's application and documentary evidence prior to the evidence. The tenant also confirmed that the tenants did not submit any documentary evidence in response to the landlord's application. I find the tenant was 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 tenants owe the landlord **\$2,766** comprised of the \$50 filing fee, plus unpaid rent of \$616 for September, \$700 for October, \$700 for November, and \$700 for December of 2015.
2. The parties agree that the landlord will be granted an order of possession effective **two (2) days after service on the tenants** which the landlord agrees not to enforce until December 29, 2015 if the tenants pay \$700 towards the \$2,766 amount owing **on or before December 21, 2015 by 3:00 p.m.**

3. The parties agree that if the tenants do not pay the landlord \$700 as per #2 above, the landlord may serve the 2 day order of possession after 3:00 p.m. on December 21, 2015.
4. The parties agree that the landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,766** which must be served on the tenant.
5. The parties acknowledge that the tenancy will end no later than **December 31, 2015 at 1:00 p.m.** The 2 day order of possession will be served and enforced by the landlord in accordance with #2 and #3 above.
6. The parties agree to meet at the rental unit on January 4, 2016 at 2:00 p.m. for the purpose of participating in a condition inspection and completing a condition inspection report.
7. 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 tenants which the landlord agrees not to enforce until December 29, 2015 if the tenants pay \$700 towards the \$2,766 amount owing on or before December 21, 2015 by 3:00 p.m. Should the tenants fail to make the payment described in #2 above, the landlord may 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 \$2,766 which 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: December 9, 2015

---

Residential Tenancy Branch

