



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession – Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. A Monetary Order for damages to the unit – Section 67;
5. An Order to retain the security deposit - Section 38; and
6. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. At the onset of the hearing the Parties indicated that rents, locker and late fees for January and February 2016 have been paid in full by the Tenant and that the Parties wish to resolve the dispute by mutual agreement.

Agreed Facts

Rent of \$1,025.00 is payable monthly on the first day of each month. The tenancy agreement provides for a \$25.00 late fee and a \$15.00 monthly locker fee.

Mutual Agreement

The Parties mutually agree as follows:

- 1. The Tenant will ensure that the Landlord receives \$1,065.00 for March 2016 rent, locker and late fees, no later than 5:00 p.m. on March 18, 2016 and the tenancy will continue;**
- 2. If the Tenant fails to pay the above amount as agreed the Tenant will move out of the unit;**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the above mutual agreement I find that the Parties have settled the dispute and if the Tenant fails to pay the amount as agreed I provide an Order of Possession to the Landlord effective March 19, 2016.

Conclusion

The dispute has been settled.

I grant the Landlord and Order of Possession effective 1:00 p.m. on March 19, 2016 only if the Tenant fails to pay as agreed above.

This decision 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: March 08, 2016

Residential Tenancy Branch

