



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEW CHELSEA SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord for an Order of Possession and a Monetary Order for unpaid rent. The Landlord also requested to keep the Tenant's security deposit, and to recover the filing fee.

Two agents for the Landlord and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Application.

At the start of the hearing, the Tenant confirmed that she was in rental arrears for the months of January and February 2016 in the amount of \$3,064.00. The Tenant requested the Landlords to re-instate the tenancy after confirming receipt of the notice to end tenancy and allow the Tenant to make up the rental arrears in three monthly installments. The Tenant also agreed to pay the Landlord compensation for the filing fee, insufficient funds fee as provided for by the tenancy agreement, and parking fees.

The parties then engaged into a discussion, turned their minds to compromise, and achieved a resolution of the dispute.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy Act* (the "Act"), the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties **agreed** to settle the Landlord's Application as follows:

1. The Landlord withdrew the Application and agreed to re-instate the tenancy.

2. The Tenant agreed to compensate the Landlord for a total amount, inclusive of rent, of \$3,338.00. This payment will be made in three monthly installments to be fully paid by the end of June 2016. The Tenant may make an increased payment at any time before this deadline.
3. The parties should retain documentary evidence of payments made pursuant to this agreement.
4. In addition to this, the Tenant is still required to make monthly rental payments on the first day of each month in the amount of \$1,532.00 as required by the written tenancy agreement. The Tenant agreed to provide the Landlord with the necessary documents to effect rental payments by direct debit for the Tenant's new account.
5. If the Tenant fails to adhere to the above terms and conditions, the Landlord is at liberty to pursue a new Application against the Tenant to end the tenancy and to recover any monetary losses that may have accrued at that time.

This agreement is final and binding on the parties and in full satisfaction of the Landlord's Application. The parties confirmed their agreement to voluntary resolution in this manner both during and at the end of the hearing. This file is now closed.

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 09, 2016

Residential Tenancy Branch