



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX LITTLE OAK REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, MNR, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 04, 2016 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted to the Residential Tenancy Branch on April 05, 2016 were sent to the Tenants, via registered mail. The Tenants acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and to a monetary Order for unpaid rent?

### Background and Evidence

After considerable discussion the Agent for the Landlord and the Tenants mutually agreed to settle this dispute under the following terms:

- the Tenants will pay the Landlord \$2,375.00 prior to the end of May 05, 2016;
- the Tenants will pay the Landlord \$1,735.00 by May 20, 2016;
- the Tenants will pay rent for June by May 25, 2016;
- the tenancy will continue providing the above payments are made on time;
- the Landlord will be granted an Order of Possession that is only enforceable if the Tenants do not pay any of the above payments when they are due.

### Analysis

The parties have reached a settlement agreement.

Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenants. This Order may be served on the Tenants only if the Tenants fail to make any one of the payments outlined in this settlement agreement on the date the payment is due.

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$4,110.00. This Order may be served on the Tenants only if the Tenants fail to make any one of the payments outlined in this settlement agreement on the date the payment is due. The Order will be reduced by any portion of the \$4, 110.00 the Tenants have paid.

I note that I have not included rent for June in this monetary Order. As the Landlord has the right to end the tenancy prior to June 01, 2016 if rent for June is not paid by May 25, 2016, it would be unfair to require the Tenants to pay rent for June if the Landlord opts to end the tenancy.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 05, 2016

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Residential Tenancy Branch