



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD OF SETTLEMENT**

### Dispute Codes

OPC, MNR

At the outset of the hearing the parties testified that the tenant had vacated the rental unit on May 14, 2016. Consequently the landlord testified that she no longer required an order of possession. Accordingly, this portion of the landlords' claim is dismissed.

The landlord continued with their claim for a monetary order for unpaid rent. Section 63 of the *Act* provides that if the parties settle their dispute during a hearing the Director may record the settlement in the form of a Decision or an Order.

Pursuant to the above provision, discussion between the parties during the hearing led to a settlement / resolution. Specifically, the parties agreed and confirmed as follows:

1. The tenant and landlord agree the landlord will retain the security deposit in the amount of \$375.00.
2. The tenant and landlord agree that payment of \$2,035.00 in rent arrears will be made in four payments in accordance with the following payment plan:
  - i. The first payment in the amount of \$508.75 will be made before or on July 5, 2016;
  - ii. The second payment in the amount of \$508.75 will be made before or on August 5, 2016;
  - iii. The third payment in the amount of \$508.75 will be made before or on September 5, 2016; and
  - iv. The fourth payment in the amount of \$508.75 will be made before or on October 5, 2016.
3. The tenant and landlord agree that if the tenant fails to make a payment within the time stipulated above, such failure constitutes a default, making the unpaid balance of the rent arrears immediately due and owing.
4. The landlord will receive four monetary orders as described below. The landlord consented that the landlord would not enforce a monetary order if the tenant paid within the time stipulated above.

In order to perfect Part 2 (i) above, I grant the landlord a monetary order in the amount of \$2,035.00. The tenant must be served with this order if the tenant fails to pay the first payment as described above.

In order to perfect Part 2 (ii) above, I grant the landlord a monetary order in the amount of \$1,526.25. The tenant must be served with this order if the tenant fails to pay the second payment as described above.

In order to perfect Part 2 (iii) above, I grant the landlord a monetary order in the amount of \$1,017.50. The tenant must be served with this order if the tenant fails to pay the third payment described above.

In order to perfect Part 2 (iv) above, I grant the landlord a monetary order in the amount of \$508.75. The tenant must be served with this order if the tenant fails to pay the fourth payment as described above.

The above particulars comprise **full and final settlement** of all aspects of the dispute arising from this application.

**This Decision, Monetary Orders and Settlement Agreement are final and binding on both parties.**

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: June 17, 2016

---

Residential Tenancy Branch