



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lexington Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, OPB, MNDC, MNSD, FF, O
CNR, O

Introduction

This hearing was convened by way of conference call concerning applications made by the landlords and by the tenant. The landlords have applied for an Order of Possession for unpaid rent or utilities; for an Order of Possession for breach of an agreement; for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities.

An Agent for the landlord and the tenant attended the hearing, and the tenant was assisted by an agent and a caseworker.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. The tenant will pay \$500.00 to the landlord today;
2. The tenant will pay \$2,530.00 to the landlord on January 3, 2016, which includes rent for January, 2016;
3. The landlord will have an Order of Possession effective on 2 days notice to the tenant but will not serve it on the tenant unless the tenant fails to make the payments listed above;
4. If the tenant makes the payments listed above, the Order of Possession becomes null and void.

Since the parties have settled this dispute I decline to order that either party recover filing fees.

Conclusion

For the reasons set out above, and by consent, I hereby order the tenant to make the payments listed above to the landlord by the dates set out.

I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant and I order that if the tenant makes the payments listed above, the Order of Possession is null and void and unenforceable.

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: December 21, 2016

Residential Tenancy Branch