



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

SETTLEMENT AGREEMENT

Dispute Codes OPR MNR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order for unpaid rent and recovery of the filing fee.

Settlement Agreement

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the landlord withdraws their application;
2. the tenant will pay the landlord the following amounts of outstanding rent on the following dates:
 - a. \$2,400.00 to be paid on January 11, 2017; and
 - b. \$4,800.00 on or before January 20, 2017;
3. the tenant will, on or before February 1, 2017, pay the landlord pro-rated rent of \$2,057.00 for February 1 to 24, 2017; and
4. the tenancy will end on February 24, 2017.

I grant the landlord an order of possession, effective two days after service or deemed service. If the tenant fails to comply with the terms of this settlement agreement, the landlord may serve the order of possession on the tenant and it will be effective two days after it is served. If the landlord serves the order of possession on the tenant and the tenant fails to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

If the tenant fails to make all payments in full as set out in this agreement, the landlord may serve the tenant with the monetary order and pursue collection of any outstanding rent.

If the tenant complies with the terms of this settlement agreement, the tenancy will end on February 24, 2017. In this case, the landlord may serve the tenant with the order of possession in accordance with the deeming provisions under section 90 of the Act, so that the effective date of the notice will be no earlier than February 24, 2017.

Conclusion

The parties have settled this matter, on the above-referenced terms.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to apply for monetary compensation or other orders under the Act.

As this matter was settled, I decline to award the landlord recovery of the filing fee for the cost of her application.

Dated: January 11, 2017

Residential Tenancy Branch