



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAXSAVE REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent; and, authorization to retain the security deposit and/or pet damage deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties reached a mutual agreement in resolution of this matter. I have recorded the mutual agreement by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The tenancy started in 2009 or 2010. The current property management company, named as landlord in this decision, took over management of the property in 2013 and a new tenancy agreement was signed by the parties. The tenant's currently monthly rent is \$684.00 due on the first day of every month. The tenant is currently in rental arrears of \$1,468.00 including rent for the month of April 2017.

During the hearing, the parties agreed upon the following terms and conditions with a view to continuing this tenancy:

1. The tenant shall satisfy the rental arrears of \$1,468.00, plus the monthly rent due for May 2017 by the end of May 2017; and, the tenant shall ensure that the rent that is due on June 1, 2017 is paid in full and on time. The landlord shall be provided a conditional Order of Possession that may be served and enforced upon the tenant in the event she fails to fulfill this term. The landlord shall be provided a conditional Monetary Order for amount of the rental arrears to serve and enforce any outstanding balance if the tenant does not satisfy the arrears by the end of May 2017.
2. The tenant's fulfillment of the above term shall result in the Order of Possession and Monetary Order becoming null and void.
3. Except as provided in term number 1., for the remainder of the tenancy the tenant shall ensure that rent is paid in full and on time.
4. The security deposit and/or pet damage deposit paid by the tenant shall remain held in trust for the tenant, to be administered in accordance with the Act.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

As agreed upon, I provide the landlord with an Order of Possession that may be served and enforced upon the tenant only in the event she fails to fulfil term number 1 of the mutual agreement. The Order of Possession shall be effective two (2) days after service upon the tenant.

As agreed upon, I also provide the landlord with a Monetary Order in the amount of \$1,468.00 to serve and enforce upon the tenant only in the event she fails to fulfill term number 1 of the mutual agreement.

In addition, I award the landlord recovery of the filing fee paid for this application. Accordingly, I also provide the landlord with a Monetary Order in the amount of \$100.00 to recover the filing fee from the tenant as the landlord considers appropriate.

Conclusion

The parties reached a mutual agreement during the hearing that I have recorded by way of this decision and the Orders that accompany it. The landlord is provided a conditional Order of Possession and a conditional Monetary Order in the amount of \$1,468.00 to serve and enforce only in the event the tenant fails to fulfill term number 1 of the mutual agreement. The landlord has also been provided a Monetary Order for the amount of \$100.00 to recover the filing fee paid for this application from the tenant.

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: April 27, 2017

Residential Tenancy Branch