



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LADHA ENTERPRIZES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPR, MNRL, FFL

### 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 or Utilities, a monetary Order for unpaid rent or utilities, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for Landlord stated that on November 08, 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents

### 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

At the outset of the hearing the Agent for the Landlord and the Tenant agreed to mutually resolve all issues in dispute at these proceedings under the following terms:

- this tenancy shall continue;
- the Tenant will pay the Landlord \$3,400.00 by January 20, 2019;
- this payment will be for all rent that is currently outstanding plus rent for January of 2019; and
- the Landlord will receive a monetary Order for \$3,400.00 which is enforceable if the Tenant does not pay \$3,400.00 to the Landlord by January 20, 2019.

This agreement was summarized for the parties on at least two occasions and both parties clearly indicated that they agreed to resolve this dispute under these terms.

The Agent for the Landlord and the Tenant both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

### Analysis

I find that all issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

### Conclusion

On the basis of the aforementioned settlement agreement I grant the Landlord a monetary Order for \$3,400.00, which is only enforceable if the Tenant does not fully comply with the terms of the settlement agreement.

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 *Act*.

Dated: December 13, 2018

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Residential Tenancy Branch