



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICE BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

OPR MNR FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on July 9, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for unpaid rent or utilities; and,
- to recover the filing fee from the tenant for the cost of this application.

The Landlord's and the Tenant both attended the hearing and provided testimony.

### Settlement Agreement

During the hearing, the Landlord agreed to withdraw their applications in pursuit of the following settlement agreement.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Tenant acknowledges that she owes the Landlord \$590.00 in unpaid rent from May 2019.
- The Tenant will pay the outstanding rent, in full, by July 31, 2019, and if she does not, the Landlord may enforce the order of possession included with this decision. The order of possession will be effective 2 days after it is served on the Tenant. The Landlord agrees not to enforce this order of possession if the Tenant pays the \$590.00 by July 31, 2019.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. Parties are encouraged to try to work together on any remaining issues.

In support of the above agreement, I will issue an order of possession, effective 2 days after service, and this order shall not be enforced unless the Tenant has failed to meet the payment arrangements above. Further, the Landlord will also be issued a monetary order for the balance above, which will be enforceable after July 31, 2019, should the Tenant not pay as promised.

### Conclusion

In support of the agreement described above, the Landlord is granted an order of possession effective **2 days after service**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$590.00** comprised of rent owed. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

These Orders **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce the Orders on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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: July 09, 2019

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Residential Tenancy Branch