

Dispute Resolution Services

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding J & G INVESTMENTS LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on May 11, 2020, wherein the Landlord sought a monetary compensation from the Tenant for unpaid rent and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on September 11, 2020. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

Settlement and Conclusion

During the hearing the parties resolved the issue of outstanding rent by mutual agreement. The parties confirmed 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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The terms of their agreement are recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* as follows:

- 1. The parties agree that the outstanding rent is \$5,100.00.
- 2. Commencing January 1, 2021 and continuing until December 1, 2021, the Tenant shall pay monthly installments to the Landlord for the outstanding rent at a rate of \$425.00 per month as follows:

- a. \$425.00 on January 1, 2021;
- b. \$425.00 on February 1, 2021;
- c. \$425.00 on March 1, 2021;
- d. \$425.00 on April 1, 2021;
- e. \$425.00 on May 1, 2021;
- f. \$425.00 on June 1, 2021;
- g. \$425.00 on July 1, 2021;
- h. \$425.00 on August 1, 2021;
- i. \$425.00 on September 1, 2021;
- j. \$425.00 on October 1, 2021;
- k. \$425.00 on November 1, 2021;
- I. \$425.00 on December 1, 2021;
- 3. The above payments are in addition to the Tenant's obligation to pay monthly rent and parking.
- 4. Should the Tenant fail to pay the monthly installments and/or rent, the Landlord may issue a 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46 of the *Residential Tenancy Act.*

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: September 11, 2020

Residential Tenancy Branch