



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for an order of possession for unpaid rent, a monetary order for unpaid rent, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, authorization to keep all or part of the security deposit, and to recover the filing fee.

The tenant and an agent for landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed receiving the evidence package from the landlord and had the opportunity to review it prior to the hearing. I find the tenant was served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

- 1) The tenancy will continue if the payments described below are made in full by the dates and times specified below.
- 2) The parties agree that the tenant owes the landlord **\$1,300.00** consisting of \$400.00 owing for August 2012 rent, \$600.00 owing for September 2012 rent, \$100.00 owing for October 2012 rent, and \$200.00, comprised of three \$25.00 late fees and three \$25.00 NSF fees for August, September and October 2012, plus the \$50.00 filing fee for this application.
- 3) The tenant agrees to make the following payments to the landlord: \$700.00 on November 8, 2012 by 4:00 p.m. \$600.00 by November 16, 2012 by 4:00 p.m. The landlord agrees to delay November 1, 2012 rent in the amount of \$800.00 until November 22, 2012 by 4:00 p.m. on a one-time basis for the purposes of this mutually settled agreement.
- 4) The landlord will be granted an order of possession effective **November 22, 2012 at 1:00 p.m.**, which the landlord agrees will only be enforced if the payments on November 16 and/or November 22, 2012 are not made in full by the tenant as per the agreement above.
- 5) The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,300.00**, which will be of no force or effect if the amount owing has been paid in accordance with the mutual agreement described above. I have not included November rent in this order as such a claim would be premature at this time.

### Conclusion

If the tenant fails to abide by the above terms the landlord has an order of possession effective **November 22, 2012 at 1:00 p.m.** The tenant must be served with the order of possession. Should the tenant fail 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. The order of possession will be of no force or effect if the amount owing has been paid in accordance with the mutual agreement described above.

I grant the landlord a monetary order in the amount of **\$1,300.00** which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 29, 2012

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Residential Tenancy Branch