Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNR FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and to recover the filing fee.

The tenant and an agent for landlord (the "agent") 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 parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. I find the parties were sufficiently served in accordance with the *Act.*

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on **Tuesday, August 27, 2013 at 1:00 p.m.**
2. The landlord is granted an order of possession **effective August 27, 2013 at 1:00 p.m.** which must be served on the tenant.
3. The tenant agrees to withdraw her application in full, which includes withdrawing her request for the filing fee as part of this settlement agreement.
4. The tenant agrees that she owes the landlord $2,000.00 in unpaid rent for July 2013 and August 2013, and agrees to surrender her full $500.00 security deposit and $400.00 pet damage deposit, for a total of $900.00 in deposits, towards the $2,000.00 owing, leaving a balance owing by the tenant to the landlord in the amount of **$1,100.00.**

5. The tenant agrees to pay the landlord $1,100.00 as follows; a $250.00 payment on September 23, 2013, a $250.00 payment on October 23, 2013, a $250.00 payment on November 23, 2013, a $250.00 payment on December 23, 2013, and a $100.00 payment on January 23, 2014. The parties agree that all payments by the tenant to the landlord's agent, NS, will be made via Interac E-Transfer payment and the landlord agent's e-mail address was provided during the hearing to ensure the payments could be made via e-mail.
6. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **$1,100.00,** which will be of no force or effect if the amount owing has been paid in accordance with #5 above. If the tenant fails to make any of the payments described in #5 above, the landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court of British Columbia (Small Claims).

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

I grant the landlord an order of possession effective August 27, 2013 at 1:00 p.m. This order must be served on the tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of $1,100.00, which will be of no force or effect if the amount owing has been paid in accordance with #5 above. If the tenant fails to make any of the payments described in #5 above, the landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court of British Columbia (Small Claims).

I authorize the landlord to retain the full security deposit of $500.00 and $400.00 pet damage deposit as per #4 of the settlement agreement described above.

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: August 22, 2013

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Residential Tenancy Branch