



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities; a monetary order for damage to the unit, site or property; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The hearing did not conclude on the first scheduled date, and was adjourned to a specific date to continue. Two agents for the landlord company attended the hearing, and one of the tenants also attended and represented the other named tenant.

During the course of the hearing, the parties agreed to settle this dispute in the following terms:

- The parties agree that the landlord will have an Order of Possession on 2 days notice to the tenants but will not serve it on the tenants unless the tenants fail to pay rent by the 5th day of each month for the months of April and May, 2016.
- If the tenants fail to pay rent when it is due on the 1st day of each month thereafter in accordance with the tenancy agreement, the landlord will be at liberty to serve the tenants with a notice to end the tenancy.

Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenants, and I order that the landlord not serve it on the tenants unless the tenants fail to pay rent in full by the 5th day of each of the months of April and May, 2016.

If the tenants fail to pay rent when it is due on the 1st day of each month thereafter, the landlord will be at liberty to serve the tenants with a notice to end the tenancy.

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: March 11, 2016

Residential Tenancy Branch