



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX PROFESSIONAL RENTAL MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes MNR OPR

Introduction

This hearing was convened in response to an application filed by the landlord seeking Orders under the Residential Tenancy Act (the Act). The tenant as well as the landlord's representatives attended the conference call hearing and provided testimony. Each party testified they had benefit of a copy of the respective 10 Day Notice of this matter and the tenancy agreement. The applicant landlord in this matter clarified and subsequently verified they are authorized agent for the owner landlord of this matter.

Background and Evidence

According to the tenancy agreement this tenancy started August 01, 2016. The payable monthly rent is \$1800.00 due on the first of the month. At the outset of the tenancy the landlord collected a security deposit of \$900.00 which they retain in trust.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to agreement. Specifically, it was agreed as follows;

1. Both parties agree that the tenancy may and will continue solely provided the tenant pays the landlord of this matter (RPRM) all rent arrears to date for the months of March and April 2017 in the sum amount of **\$3600.00, by 4:00 p.m. on APRIL 26, 2017.**
2. Both parties agreed and acknowledged that if the tenant does not abide by the above term the landlord will serve the tenant with an **Order of Possession effective 2 days from the day it is served** on the tenant and the tenant will vacate in accordance with the Order. **If** the tenant satisfies the agreed amount by the agreed time the Order of Possession becomes *null and of no effect*.

3. Both parties agreed and acknowledged that the landlord is given a **Monetary Order** in the amount of the rent arrears of **\$3600.00**. If the tenant does not satisfy the rent arrears as agreed the landlord will serve the tenant with the Order. **If** the tenant satisfies the agreed amount of \$3600.00 as per this agreement the Monetary Order becomes *null and of no effect*.

So as to perfect this agreement the landlord is given a/an:

Order of Possession to reflect condition #2 of this agreement. The tenant must be served the Order. If necessary, this Order may be filed in the Supreme Court and enforced as an Order of that Court.

Monetary Order in the sum of arrears of \$3600.00 as per condition #3 of this agreement. **Only if necessary**, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms. Both parties testified that they understood and agreed the above terms settle all aspects of the dispute and are **final and binding on both parties** and that any Order is enforceable.

Conclusion

The parties settled all aspects of their dispute in the above terms.

This Decision and Settlement are final and binding.

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: April 24, 2017

Residential Tenancy Branch