



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINE APARTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by Direct Request filed by the Landlord under the *Residential Tenancy Act* (the “Act”), for a Monetary Order for unpaid rent and for an Order of Possession.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord (the “Agent”) and the Tenants. All parties provided affirmed testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenants agree that they will pay rent on time and in full each month as set out in the tenancy agreement and as required under section 26 of the *Act*;
2. The parties agree that the 10 Day Notice to End Tenancy issued on August 3, 2017 is cancelled and the tenancy remains in full force and effect;
3. The Parties agree that as of the date of the hearing, the Tenants do not owe any outstanding rent;
4. The parties agree that the Tenants owe to the Landlord \$570.00; \$370.00 for a pet damage deposit, and \$200.00 for late fee's; the total of which is to be paid as follows:

- \$285.00 to be paid on or before November 1, 2017;
 - \$285.00 to be paid on or before December 1, 2017;
5. The Landlord withdraws their Application for Dispute Resolution.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of **\$570.00**. Should the Tenants fail to comply with the mutually agreed upon payment schedule noted above, this Order, may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. The Landlord is provided with **this Order** in the above terms and the Tenants must be served with **this Order** as soon as possible upon their breach of the payment arrangements agreed to above.

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 27, 2017

Residential Tenancy Branch