



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF, CNR

Introduction

This hearing dealt with applications from the landlords and the tenant pursuant to the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for the landlords' application from the tenant pursuant to section 72.

The tenant applied for cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the issues in dispute with one another. The tenant and his legal advocate confirmed that the landlords' representative handed him the 10 Day Notice on March 6, 2012. The tenant confirmed that the landlords' representative handed him a copy of the landlords' dispute resolution hearing package on March 26, 2012. The landlords' representative at this hearing (the landlord) testified that the landlords' office received the tenant's dispute resolution hearing package on March 21, 2012. I am satisfied that the parties served these documents to one another and their evidence packages in accordance with the *Act*.

Issues(s) to be Decided

Should the landlords' 10 Day Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Are the landlords entitled to a monetary award for unpaid rent? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy commenced on February 1, 2011. Monthly rent is set at \$375.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$187.50 security deposit paid on January 31, 2011.

The landlords issued the 10 Day Notice for non-payment of \$1,150.00 in rent by March 6, 2012. The landlords applied for a monetary award of \$950.00, the amount that they claimed was owing when they filed their application for dispute resolution on March 23, 2012. Since then, the parties agreed that the tenant paid \$500.00 on March 30, 2012, prior to this hearing. The landlord amend the requested monetary award to \$500.00 to reflect the payment earlier that day and to obtain \$450.00 in unpaid rent still owing and to recover the \$50.00 filing fee for the landlords' application.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

At the hearing, both parties agreed to a resolution of this dispute on the basis of the following terms:

1. The tenant agreed that he will pay his \$375.00 monthly rent for April 2012 by 5:00 p.m. on April 2, 2012.
2. Both parties agreed that the tenant will repay the \$500.00 owed to the landlords by paying an additional \$50.00 on the first of each month to the landlords for 10 consecutive months commencing on May 1, 2012 until February 1, 2013.
3. The landlords agreed that if the tenant complies with the terms of this agreement requiring him to pay his April 2012 rent by 5:00 p.m. on April 2, 2012, the landlords will cancel the 10 Day Notice issued on March 6, 2012 and this tenancy will continue.
4. Both parties agreed that if the tenant does not comply with the term of this agreement requiring him to pay his April 2012 rent by 5:00 p.m. on April 2, 2012, this tenancy will end by 1:00 p.m. on April 9, 2012, by which time the tenant will have vacated the rental premises.
5. Both parties agreed that this settlement constituted a final and binding resolution of all issues arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used **only** by the landlord(s) if the tenant does not comply with the term of this agreement requiring him to pay his April 2012 rent in full by 5:00 on April 2, 2012 and, in that event, does not vacate the rental premises by April 9, 2012 in accordance with their agreement. Should the tenant fail to

comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$500.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlords are provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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 30, 2012

Residential Tenancy Branch