



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for other remedies as described in an attachment to her application for dispute resolution. In her attachment, the tenant asked for an opportunity to negotiate a settlement of an amount owing from her tenancy that had been outstanding since June 2012.

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 this matter with one another. The landlord confirmed that the tenant handed an official in the landlord's office a copy of her dispute resolution hearing package on April 29, 2013. I am satisfied that the tenant served her hearing package to the landlord in accordance with the *Act*.

Background and Evidence

This tenancy for a subsidized housing unit began in August 2010. The tenant's current portion of the rent for this rental unit is set at \$371.00, payable in advance on the first of each month. Both parties agreed that the tenant owed the landlord a total of \$1,334.00 in outstanding rent from the period from March 2012 until July 2012.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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. At the commencement of the hearing, the tenant's advocate said that she had spoken with the landlord before the hearing and an agreement had been reached that would enable the tenant to pay her outstanding debt in addition to her monthly rent payments. Both parties confirmed that they had discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Both parties agreed to resolve this dispute under the following final and binding terms:

1. Both parties agreed that in addition to the tenant's current monthly rent of \$371.00, the tenant agreed to pay an additional \$150.00 per month to the landlord until such time as the full \$1,334.00 in outstanding arrears has been paid to the landlord.
2. Both parties agreed that the monetary terms of this settlement agreement, as outlined above, are to come into effect on July 1, 2013.
3. The tenant agreed to present herself to the office of the landlord prior to May 30, 2013, to sign an auto-debit form that would permit the landlord to withdraw the above-noted \$150.00 per month from the tenant's account until such time as the outstanding \$1,334.00 has been paid in full.
4. Both parties agreed that if the tenant obtains gainful employment, the tenant's monthly payment amount will increase to an amount that is to be calculated by the landlord in accordance with the tenant's income.
5. The landlord agreed that in the event that the tenant obtains gainful employment and an increase in the tenant's monthly payments are calculated by the landlord, the amount of such increase will not lead to hardship for the tenant.
6. Both parties agreed that the settlement agreement as outlined above constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,334.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the monetary terms of the above settlement. The landlord is 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: May 27, 2013

Residential Tenancy Branch

