



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bon Terra Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) 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 tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant who attended this hearing and confirmed that she had authorization to act on behalf of both tenants on this matter testified that she was handed the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on January 3, 2014. She also confirmed that both tenants received copies of the landlord's dispute resolution hearing package handed to them on January 17, 2014. I am satisfied that the landlord served the above documents and the landlord's written evidence to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This tenancy began as a one-year fixed term tenancy on September 1, 2011. Once the original term expired, the tenancy continued as a periodic tenancy. Monthly rent is set

at \$960.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$475.00 security deposit paid on September 1, 2011.

The landlord gave undisputed sworn testimony that the tenants have thus far paid nothing to the landlord since they received the landlord's 10 Day Notice. At that time, \$2,560.00 in outstanding rent was owing. Since then, February's rent has become due, and the amount of the landlord's requested monetary award increased at this hearing from \$2,610.00 to \$3,570.00.

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. 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. The tenant reiterated that she was empowered to act as the other tenant's agent in this matter and had her authority to enter into a settlement agreement with the landlord.

Both parties agreed to resolve all issues arising out of this tenancy under the following final and binding terms:

1. The tenants agreed to pay the landlord \$570.00 by 3:00 p.m. on February 15, 2014.
2. The tenants further agreed that the tenants have committed to pay the landlord \$1,000.00 every two weeks commencing on March 1, 2014, until such time as the outstanding rental arrears have been addressed in full.
3. The landlord agreed to allow this tenancy to continue provided the tenant(s) abide by the monetary terms of this settlement agreement as outlined above.
4. The landlord agreed to withdraw the 10 Day Notice in the event that the tenant(s) abide by the monetary terms of this settlement agreement as outlined above.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute 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 Conditional Order of Possession that is effective two days after service to the tenant(s) which may be served upon the tenants **only** if the tenants do not abide by the monetary terms outlined above in Parts 1 and 2 of the settlement agreement. The landlord is provided with these Orders in the above terms and the tenants must be served with this Order as soon as possible after there is a breach in the tenants' compliance with the monetary terms of this settlement agreement. Should the

tenant(s) 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 landlord's favour in the amount of \$3,570.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) 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(s) 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: February 14, 2014

Residential Tenancy Branch

