



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, 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; and
- authorization to recover his filing fee for this application from the tenant 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 confirmed that she received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) left for her at her rental unit on January 3, 2014. The tenant also confirmed that the landlord handed her a copy of his dispute resolution hearing package on January 16, 2014. I am satisfied that the tenant was served with the above documents and with a copy of the landlord's written evidence.

At the hearing, the landlord requested an increase in the monetary award he was seeking from \$1,680.00 to \$2,240.00 to reflect the tenant's failure to pay monthly rent for February 2014. I have increased the amount of the monetary award the landlord is seeking accordingly.

### 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 recover the filing fee for this application from the tenant?

### Background and Evidence

This periodic tenancy began on July 13, 2013. Monthly rent is set at \$560.00, payable in advance on the first of each month. Although the tenancy agreement required the

tenant's payment of a \$280.00 security deposit, both parties agreed that no security deposit was paid by the landlord.

The tenant testified that she owes rent of \$280.00 from the first half month of her tenancy (i.e., July 2013), and has not paid any of her rent from November 2013 until the present. She said that she is trying to find work, but has been unsuccessful in her efforts.

### 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.

Both parties reached a settlement of all issues arising out of this tenancy and the landlord's application under the following final and binding terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on March 15, 2014, if the tenant is unable to secure employment by that time.
2. The tenant agreed to vacate the rental unit by 1:00 p.m. on March 15, 2014, if she is unsuccessful in securing employment by that date.
3. The tenant agreed to pay the landlord a total of \$2,240.00.
4. The tenant agreed that she will pay an extra \$200.00 to the landlord per month until such time as her rental arrears are current in the event that is able to secure employment by March 15, 2014.
5. Both parties agreed that this constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy,

### 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 by March 15, 2014 at 1:00 p.m., to be used if the tenants do not abide by the terms outlined above in Parts 1, 2 or 4 of the settlement agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible after there is a breach in the tenants' compliance with the 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 \$2,240.00. 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: February 14, 2014

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Residential Tenancy Branch

