



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR MNDC FF

### Preliminary Issues

Upon review of the Landlord's application for dispute resolution the Landlord listed in the Details of the Dispute that they were seeking compensation for August, September and October rent plus outstanding balance from May and June and August late fees.

Based on the aforementioned I find the Landlord had an oversight or made a clerical error in not selecting the box *for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement* when completing the application, as they clearly indicated their intention of seeking to recover late payment fees and rent for a period after the Tenants were given the Notice to end the tenancy. Therefore, I amend the application to include the request for *money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement*, pursuant to section 64(3)(c) of the Act.

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on August 18, 2014, to obtain an Order of Possession for unpaid rent and a Monetary Order for: unpaid rent or utilities; money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by two agents for the Landlord and both Tenants. The parties gave affirmed testimony and confirmed receipt of evidence served by the Landlord.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Is the Landlord entitled to an Order of Possession?
2. Is the Landlord entitled to a Monetary Order?

### Background and Evidence

The Landlord submitted a copy of the tenancy agreement which provided that the Tenants entered into a month to month tenancy agreement that commenced on September 15, 2013. Rent was payable on the first of each month in the amount of \$1,100.00 and on September 12, 2013 the Tenants paid \$550.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters and reinstate the tenancy.

### 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 on the following terms:

- 1) The Landlord's Agent agreed to withdraw their application for dispute resolution;
- 2) The Tenants agreed to pay the Landlord **\$922.00**, in the form of a bank draft or money order, to the Landlord no later than Friday October 17, 2014. This payment constitutes full payment of all outstanding rent up to October 31, 2014 and reimbursement of the filing fee.
- 3) The Tenants agreed that their November 1, 2014 rent payment would be paid in full and on time and all subsequent rent payments will be paid in full and paid on or before the first of each month.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*.

In support of the settlement agreement, the Landlord has been issued a conditional Order of Possession and a Monetary Order for **\$922.00**. In the event the Tenants do not pay the \$922.00 rental arrears or if the November 1, 2014 is not paid in full and on time, in accordance with the above listed agreement, the tenancy will end and the Landlord may serve the Tenants the Order of Possession and the Monetary Order. If payment is made in accordance with the settlement agreement the Order of Possession and the Monetary Order will become void and of no force or effect.

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: October 16, 2014

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Residential Tenancy Branch

