



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROSE HOTELS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

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.

The landlord's two agents, CL and MP (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord's agents confirmed that they are the two co-owners of the rental building and have authority to appear as agents for the landlord company named in this application, at this hearing.

The tenant confirmed that she was served personally with a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") by the landlord on December 2, 2014. She also confirmed that the landlord personally served her with a copy of the landlord's application for dispute resolution hearing package ("Application") on December 30, 2014. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was served with the above documents, as declared by the parties.

During the hearing, the tenant clarified that her name was SL, not SE, as originally indicated on the landlord's application. The landlord requested an amendment to correct the last name of the tenant. The landlord CL indicated that the information provided by the former landlord in February 2014, when this current landlord bought the rental building, was that the tenant's name was SE. The tenant consented to having her last name corrected. Accordingly, pursuant to section 64(3)(c) of the *Act*, I amended the landlord's application to correct the last name of the tenant, which is now correctly reflected on the front page of this decision.

At the outset of the hearing, the landlord confirmed that the rental building that is owned and operated by the landlord company named in this application, is a residential

building providing single residential occupancy units to tenants. Accordingly, it is not excluded by section 4(e) of the *Act*, which is for living accommodation occupied as vacation or travel accommodation.

Issue to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The tenant testified that her tenancy began in December 2013. The landlord bought the rental building and assumed control of this periodic tenancy as of February 2014. Monthly rent in the amount of \$425.00 is payable on the first day of each month. The tenant testified that she paid a security deposit in the amount of \$212.50 at the beginning of the tenancy. The landlord indicated that the paperwork for this tenancy was not transferred over from the former landlord.

The 10 Day Notice states that \$1,700.00 in rent was due on December 2, 2014. Both parties agreed that the tenant owed outstanding rent of \$425.00 for each of April, May, June and December 2014, totalling \$1,700.00. Both parties agreed that the tenant did not pay rent of \$425.00 for January 2015. The tenant claimed that she did not pay rent because she had rats in her rental unit. The landlord CL stated that he is not seeking a monetary order against the tenant for unpaid rent totaling \$2,125.00, for the above months, or to recover his \$50.00 filing fee for this application, as he stated there is no likelihood of him collecting this money from the tenant because she has income difficulties.

Analysis

Pursuant to section 56 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 agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 9:00 a.m. on January 21, 2015, by which time the tenant will have vacated the rental unit;

2. The landlord agreed to return the tenant's security deposit to the tenant in the total amount of \$212.50 as follows:
 - a. \$20.00 will be paid to the tenant by 10:30 a.m. on January 20, 2015, at the rental unit;
 - b. \$192.50 will be paid to the tenant by 9:00 a.m. on January 21, 2015, at the rental unit, provided that the tenant vacates the rental unit and returns the keys to the rental unit to the landlord by this time and date.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Verbal affirmation was received from both parties that they agreed to the above settlement terms.

Conclusion

As advised to both parties during the hearing, to give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to vacate the rental premises by 9:00 a.m. on January 21, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by 9:00 a.m. on January 21, 2015. 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.

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: January 23, 2015

Residential Tenancy Branch

