Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER TRI TEL
and [tenant name suppressed to protect privacy]
DECISION

Dispute Codes   CNR, ERP, RR, FF

Introduction: This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order that the landlords make emergency repairs pursuant to section 33;
- an order that the landlords reduce rent to reflect repairs pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence   : This month to month tenancy began on April 21, 2012. The rental amount is set at $1,350.00. The landlords hold a security deposit of $675.00 and a pet deposit of $675.00 both paid on April 23, 2012. The landlords issued a 10 Day Notice with respect to this tenancy with an effective date of **December 23, 2014**.

The 10 Day Notice was personally served to the tenant on **December 13, 2014**. The tenant acknowledged service of the 10 Day Notice. Pursuant to section 88 of the *Act*, I accept that the 10 Day Notice was duly served on **December 13, 2014**. On receiving the 10 Day Notice, the tenant filed an Application for Dispute Resolution. She testified that she served that document to the landlord and the landlord confirmed service of the Application for Dispute Resolution package.

DECISION/ORDER AMENDED PURSUANT
TO SECTION 78(1)(A) OF THE RESIDENTIAL
TENANCY ACT ON FEBRUARY 5, 2015 AT
THE PLACES INDICATED.

Both parties agreed that;

- the tenant has made consistently late payments over the last year;
- there have been several late fees issued by the landlord over the last year;
- the tenant has been making payments to try to eliminate her rental arrears;

- the tenant's current rental arrears total $4,030.00;
- the tenant's current rental arrears should be reduced by $175.00 to reflect administrative late fees the landlord does not wish to seek;
- the tenant has faced personal circumstances that have affected her ability to pay the full rental amount; and
- the tenancy should end.

The parties agreed to the following amounts as rental arrears and deductions by the landlord;

Item	Amount
Unpaid Rent/Rental Arrears	$4030.00
Landlord reduction of late fees (7 x $35)	-175.00
Less Security Deposit	-1350.00
Total Amount owed by Tenant	**$2505.00**

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agree as follows:

1. The tenancy will end on March 1, 2015 at 4:00 p.m., by which time the tenant agreed to have vacated the rental unit.

2. The landlord will retain the tenant's security deposit of $675.00 to offset the outstanding rental amount.

3. The landlord will retain the tenant's pet deposit of $675.00 to offset the outstanding rental amount.

4. The tenant agreed to pay the landlord a total of $2505.00, according to the following payment schedule:
   (a) The tenant agreed to pay $100.00 to the landlord on January 15, 2015;
   (b) The tenant agreed to pay $500.00 to the landlord on January 20, 2015;
   (c) The tenant agreed to pay $600.00 to the landlord on February 15, 2015;
   (d) The tenant agreed to pay $600.00 to the landlord on February 20, 2015;
   (e) The tenant agreed to pay the balance of $705.00 on or before April 30, 2015.

5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between these parties, I issue the attached Order of Possession effective March 1, 2015, to be used only in the event that the tenant does not vacate the rental unit in accordance with the agreement reached with the landlord at this hearing. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of $2,505.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlords are 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.

To give effect to the settlement reached by the parties, I order the landlords to retain the tenant's security deposit and damage deposit plus applicable interest. No interest is payable over this period.

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 22, 2015

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Residential Tenancy Branch