



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
and [tenant name suppressed to protect privacy]

## **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 the 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 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 one year fixed term tenancy began on July 16, 2012 with a rental amount of \$800.00 to be paid on the first of each month. The landlord holds a security deposit of \$400.00 paid by the tenant on July 9, 2012.

The tenant confirmed that the landlord handed him the 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") on January 2, 2015. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the 10 Day Notice on that date. The landlord testified that he personally served the tenant with the dispute resolution hearing package and notice for hearing on January 19, 2015. The tenant confirmed receipt of the notice. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's notice and hearing package, as declared by the landlord.

The landlord initially applied for an Order of Possession for non-payment of rent for the month of April 2014. The landlord testified that the tenant did not pay rent of \$400.00

due on April 1, 2014. The landlord and tenant both testified that the tenant's son moved out at that time. The tenant testified that he did not believe he was obliged to pay for the son's portion of rent. The landlord issued a 10 Day Notice when the parties were unable to resolve the matter.

Both parties testified that the tenant is now paying the full rental amount and they both wish the tenancy to continue.

### Analysis

The landlord filed for dispute resolution on the basis that both parties wished to clarify the tenant's obligations with respect to the outstanding rental amount. During the hearing, the relevant legislation was reviewed;

Residential Tenancy Policy Guideline No. 13: Where co-tenants have entered into a fixed term lease agreement, and one tenant moves out before the end of the term, that tenant remains responsible for the lease until the end of the term. If the landlord and tenant sign a written agreement to end the lease agreement, or if a new tenant moves in and a new tenancy agreement is signed, the first lease agreement is no longer in effect.

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 tenant agreed to pay the outstanding rental amount of \$400.00 to the landlord as follows;
  1. The tenant agreed to pay the landlord \$50.00 on March 1, 2015.
  2. The tenant agreed to pay the landlord \$100.00 on April 1, 2015.
  3. The tenant agreed to pay the landlord \$100.00 on May 1, 2015.
  4. The tenant agreed to pay the landlord \$100.00 on June 1, 2015.
  5. The tenant agreed to pay the landlord \$50.00 on July 1, 2015.
2. The tenancy will continue and the landlord agreed to withdraw the 10 Day Notice.
3. The tenant and landlord agree that the tenant's security deposit will be reduced by \$50.00 to pay the landlord's filing fee.
4. 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 order that the landlord reduce the tenant's security deposit from \$400.00 to \$350.00 to allow the landlord to recover his filing fee.

To further give effect to the settlement reached between these parties, I issue a monetary order in favor of the landlord in the amount of \$400.00 dated July 1, 2015 to be used only if the tenant fails to comply with the payment arrangement provided above.

To implement the above-noted settlement agreement, the landlord's 10 Day Notice is withdrawn and is of no continuing 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: February 05, 2015

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Residential Tenancy Branch

