



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIGHTHOUSE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, O, 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;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- other compensation or remedy under the Act; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties, including a representative for the landlord ("the landlord") 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

It is agreed by the parties that this month to month tenancy began November 15, 2013. The current rental amount is \$750.00 payable on the first of each month. The landlord continues to hold a security deposit in the amount of \$375.00 paid by the tenant on November 15, 2013.

The parties agreed to the following facts;

- The tenant had not paid rent in full or paid rent late since November 2014.
- The tenant has some history of late rent payments including November 2014.
- The tenant paid partial rent (\$375.00) on December 1, 2014.
- The tenant paid no rent in January or February 2015.
- The tenant's son resides with him and pays half of the monthly rent.

- The tenant's son withheld payment of rent in December 2014.
- The tenancy agreement provides for the payment of late fees.

The tenant testified that there are a series of repairs and general maintenance issues that have not been addressed by the landlord. The tenant testified that he has requested repairs and maintenance. The tenant testified that this lack of action by the landlord is the reason that the tenant's son did not pay December 2014 rent and that both he and his son have withheld rent in 2015.

Both parties in attendance, manager and tenant agreed that there is a state of disrepair within the residential premises, an apartment building with four units. Both parties testified that there is no external heat source and that all tenants have been provided with plug-in electric heaters.

Analysis

Pursuant to section 26(1) of the *Act*, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*, the regulations or the tenancy agreement, unless the tenant has a right under this *Act* to deduct all or a portion of the rent. Section 32(1) of the *Act* requires that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Under section 62, a tenant may make application for dispute resolution to require the landlord to make reasonable and required repairs. The tenant may not withhold rent in these circumstances and the tenant has no application for dispute resolution with respect to these repairs at this time.

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 with respect to possession of the rental unit and unpaid rent. The following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay to the landlord \$1935.00 by March 10, 2015.
 - a. If the tenant pays the amount above in full by March 10, 2015, the tenancy will continue.

- b. If the tenant fails to pay the amount above in full by March 10, 2015, the tenancy will end March 20, 2015, at which time the tenant will vacate the premises.
2. The landlord withdrew his application to recover his filing fee and to retain the tenant's security deposit.
3. 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 the parties and as discussed at the hearing, I issue the attached Order of Possession effective March 20, 2015 to be used by the landlord **only** if the tenant does not comply with the monetary terms of their agreement **and** fails to vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises in accordance with their 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.

To reflect the settlement agreement reached between the parties, I issue a monetary Order in favour of the landlords in the amount of \$1,935.00 against the tenant to be used **only** in the event that payment is not made in accordance with the settlement agreement by March 10, 2015.

The landlord's application to recover his filing fee and to retain the tenant's security deposit is withdrawn.

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: March 2, 2015

Residential Tenancy Branch

