



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, 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;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

Both parties 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 tenant testified that the landlord personally served him with a 10 Day Notice for Unpaid Rent or Utilities, dated February 3, 2015 ("10 Day Notice"), on the same date. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord's 10 Day Notice on February 3, 2015.

The tenant testified that the landlord personally served him with the landlord's Application for Dispute Resolution hearing package ("Application") on February 13, 2015. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's Application on February 13, 2015.

Issues to be Decided

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

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

Both parties agreed that this tenancy began on July 15, 2009, for a fixed term of one year, after which it transitioned to a month to month tenancy. Monthly rent in the current amount of \$830.00 is payable on the first day of each month. Both parties agreed that monthly rent under the tenancy agreement was initially \$800.00 per month. A security deposit of \$400.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement governed the initial fixed term period of this tenancy, but no new tenancy agreement was signed thereafter.

The landlord issued the 10 Day Notice, indicating that rent in the amount of \$660.00 was due on February 1, 2015. Both parties agreed that the tenant owed unpaid rent of \$660.00 for February 2015. Both parties agreed that the tenant owed unpaid rent of \$830.00 for March 2015. Both parties agreed that the tenant paid \$300.00 to the landlord towards this unpaid rent, on March 9, 2015, the morning of this hearing. Both parties agreed that the landlord informed the tenant at the time of rent payment, that the tenant could remain in the rental unit and continue the tenancy, if he paid the outstanding rent balance of \$1,190.00 by March 13, 2015.

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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant agreed to pay the landlord the total amount of \$1,190.00, in full satisfaction of all unpaid rent for this tenancy to date, including for February and March 2015 rent, by no later than March 13, 2015;
2. Both parties agreed that this tenancy will continue in the event that the tenant abides by the monetary term of this settlement agreement as outlined above in

condition #1. In that event, the landlord agreed to withdraw the 10 Day Notice, dated February 3, 2015;

3. Both parties agreed that this tenancy will end by 1:00 p.m. on March 19, 2015, by which time the tenant, his wife, children and any other occupants, will have vacated the rental unit, only if the tenant does not abide by the monetary term of this settlement agreement as outlined above in condition #1, by March 13, 2015;
4. The landlord agreed to withdraw his application to recover the \$50.00 filing fee from the tenant.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal sworn affirmation at the hearing that they agreed to the above terms, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to abide by the monetary term of the above agreement in condition #1 **and** if the tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on March 19, 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 abide by the monetary term of the above agreement in condition #1 and the tenant and any other occupants do not vacate the premises by 1:00 p.m. on March 19, 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.

In the event that the tenant abides by the monetary term of this settlement agreement in condition #1 above, I find that the landlord's 10 Day Notice, dated February 3, 2015, is cancelled and of no force or effect. In that event, this tenancy continues until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,190.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the term of the above monetary agreement in condition #1. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible after a failure to comply with the term of the above monetary agreement in condition #1. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's application to recover the \$50.00 filing fee is withdrawn. The landlord must bear the cost of his own filing fee for this Application.

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 09, 2015

Residential Tenancy Branch

