



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR ERP RP OPT AAT FF

Preliminary Issues

At the outset of the hearing the Landlord questioned why W.R. had been named as a respondent. The Landlord confirmed that W.R. acted as his Agent with respect to this tenancy.

Based on the submissions of the Landlord, I find that W.R. had been properly named as a respondent and for the purpose of this dispute I listed W.R.'s title as Agent in the style of cause, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on February 06, 2015, to cancel a 10 Day Notice to end tenancy issued for unpaid rent, to obtain an Order to have the Landlords make emergency repairs, and to recover the cost of the filing fee from the Landlords for this application.

The hearing was conducted via teleconference and was attended by the Landlord, the Landlord's Agent, and the Tenant. Each party gave affirmed testimony and confirmed receipt of evidence served by each other.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Have the parties agreed to settle these matters?

Background and Evidence

The Landlord submitted evidence that the Tenant entered into a fixed term tenancy agreement that began on December 2, 2013 and switched to a month to month tenancy after May 31, 2014. Rent of \$1,400.00 is due on or before the first of each month less 60% of the hydro and natural gas bills which are currently in the Tenant's name. On December 2, 2013 the Tenant paid \$700.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

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 on the following terms:

- 1) The Tenant agreed to withdraw their application for dispute resolution;
- 2) The parties mutually agreed to cancel the 10 Day Notice and end the tenancy on **March 21, 2015 at 1:00 p.m.;**
- 3) The Tenant agreed to pay the Landlord **\$2,400.00** as full satisfaction of all rent owed to the Landlord. The \$2,400.00 is inclusive of all money owed to the Tenant by the Landlord for natural gas and hydro costs for the duration of this tenancy and no further amounts will be owed to the Tenant from the Landlord for natural gas or hydro;
- 4) The parties agreed that the Tenant would pay monthly payments of a minimum amount of \$350.00 each, starting on March 19, 2015, until the \$2,400.00 is paid in full;
- 5) The Tenant provided his forwarding address during this hearing as listed on the front page of this decision; and
- 6) The parties agreed that the security deposit would be disbursed in accordance with section 38 of the *Act*, now that the Landlord was provided a forwarding address.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*.

In support of the settlement agreement, the Landlord has been issued an Order of Possession effective **March 31, 2015 at 1:00 p.m. after service upon the Tenant.** In

the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord has been awarded a Monetary Order for **\$2,400.00**. This Order is legally binding and must be served upon the Tenant. In the event that the Tenant does not comply with the payment arrangements agreed upon and listed above, this Order may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

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 10, 2015

Residential Tenancy Branch

