



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

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; and
- a monetary order for unpaid rent, pursuant to section 67.

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 her with a 10 Day Notice for Unpaid Rent or Utilities, dated February 12, 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 12, 2015.

The tenant testified that the landlord personally served her with the landlord's Application for Dispute Resolution hearing notice and first written evidence package on February 18, 2015. The tenant testified that the landlord personally served her with the landlord's second and third written evidence packages on February 26, 2015 and March 3, 2015, respectively. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's entire Application, including all written evidence.

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?

Background and Evidence

The landlord purchased this rental unit and acquired this tenancy from the former landlord on August 1, 2014. Both parties agreed that this tenancy began on February 1, 2014 for a fixed term of two years ending on January 31, 2016. Monthly rent in the current amount of \$1,225.00 is payable on the first day of each month but the tenant receives a monthly rebate of \$25.00 if she mows the lawn. Both parties agreed that monthly rent under the tenancy agreement was initially \$1,200.00 and a Notice of Rent Increase, dated February 3, 2014, was validly issued by the former landlord with proper notice to raise the rent to \$1,225.00, effective on June 1, 2014. Both parties agreed that the tenant currently pays a percentage of utilities on a monthly basis for the rental unit. Both parties agreed that the tenant is currently paying \$220.00 per month on a monthly payment plan for utilities. A security deposit of \$600.00 was paid by the tenant and the landlord acquired this deposit when he purchased the rental unit. The landlord continues to retain the tenant's security deposit. A written tenancy agreement was provided with the landlord's Application. The name of the previous landlord appears on the tenancy agreement. The tenant continues to reside in the rental unit. The rental unit is the main floor a two-storey duplex house.

The landlord issued the 10 Day Notice, indicating that rent in the amount of \$690.00 was due on February 1, 2015. Both parties agreed that the tenant made rent payments of \$910.00 on February 25, 2015 and \$900.00 on March 1, 2015. Both parties agreed that the tenant fully paid for the outstanding February 2015 rent balance of \$690.00 as per the 10 Day Notice and January 2015 utilities of \$220.00. Both parties agreed that the tenant currently owes \$300.00 for March 2015 rent, \$220.00 for February 2015 utilities, and \$300.00 for the BC Hydro deposit that the landlord paid on the tenant's behalf. Both parties previously agreed that the tenant would pay the landlord \$300.00 for this BC Hydro deposit in July 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. Both parties agreed that the landlord will attend at the rental unit at 5:00 p.m. on March 18, 2015, in order to inspect and ensure that no other occupants are

residing or storing their belongings at the rental unit, aside from the tenant's male friend and her four children, as well as one other male child visitor;

2. Both parties agreed that for the remainder of this tenancy, the tenant will not permit any other occupants, aside from her male friend and four children, to reside at the rental unit for longer than a continuous two-week period;
3. The tenant agreed to pay the landlord \$300.00 for the BC Hydro deposit by July 20, 2015;
4. The tenant agreed to pay the landlord \$260.00 by March 20, 2015 and a further \$260.00 by April 3, 2015, in full satisfaction of all unpaid March 2015 rent and February 2015 utilities;
5. The tenant agreed to pay the landlord a total of \$1,420.00 by April 1, 2015, in full satisfaction of April 2015 rent and March 2015 utilities;
6. Both parties agreed that this tenancy will continue in the event that the tenant abides by conditions #4 and 5 of the above monetary settlement. In that event, the landlord agreed to withdraw the 10 Day Notice, dated February 12, 2015;
7. Both parties agreed that this tenancy will end by 1:00 p.m. on April 10, 2015, by which time the tenant, her male friend, her four children and any other occupants, will have vacated the rental unit, only if the tenant does not abide by conditions #4 and 5 of the above monetary settlement, by April 3, 2015;
8. At his own cost, the landlord agreed to put a chain lock on the door of the laundry room at the rental unit, by March 18, 2015.

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 understood and agreed to the above terms as final, binding and enforceable, 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 conditions #4 and 5 of the above monetary agreement **and** if the tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on April 10, 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 conditions #4 and 5 of the above monetary agreement and the tenant and any other occupants do not vacate the premises by 1:00 p.m. on April 10, 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 conditions #4 and 5 of the above monetary agreement, I find that the landlord's 10 Day Notice, dated February 12, 2015, is cancelled and of no force or effect. In that event, this tenancy continues until it is ended in accordance with the *Act*.

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 16, 2015

Residential Tenancy Branch

