



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, CNR, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent, unpaid utilities and the filing fee. The tenant applied for an order to set aside the notice to end tenancy and for a monetary order for the cost of emergency repairs.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing, the landlord informed me that the tenant had paid a portion of the outstanding rent and accordingly the amount owed was amended.

Issues to be decided

Is the landlord entitled to an order of possession? Or should the notice be set aside and the tenancy be allowed to continue? Is the landlord entitled to a monetary order? Is the tenant entitled to the cost of emergency repairs?

Background and Evidence

The landlord purchased the rental property in May 2003 and the tenant was already in occupation of the rental unit. The monthly rent is \$3,000.00 and does not include utilities.

The landlord testified that the tenant repeatedly paid rent late. The landlord gave the tenant opportunities to catch up on rent but as of the date of this hearing – March 25, 2015, the tenant agreed that he had not paid rent for March, in addition to other outstanding amounts owed.

On February 02, 2015, the landlord served the tenant with a notice to end tenancy for \$3,464.50 in unpaid rent and utilities. The tenant disputed the notice and made application for the cost of emergency repairs in the amount of \$4,999.00. The claims of both parties were discussed at length.

During this discussion, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The landlord agreed to allow the tenancy to continue and withdrew the notice to end tenancy
- The tenant agreed that he owed the landlord \$6,296.00 in outstanding rent and utilities and agreed to pay this amount on or before April 03, 2015
- The landlord agreed to accept \$6,296.00 in full settlement of outstanding rent and utilities as of the date of this hearing. A monetary order for this amount will be granted in favor of the landlord.
- The landlord agreed to supply the tenant with a new refrigerator and a new washer on April 10, 2015
- The landlord agreed to pay 25% of all utility costs of the rental unit effective February 01, 2015, upon receipt of the utility bills
- The tenant agreed to provide the landlord with 12 postdated rent cheques on April 01, 2015. The tenant also agreed to provide 12 postdated rent cheques on April 01 of every subsequent year of the tenancy
- Both parties stated that they understood and agreed that the above terms are binding and comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$6,296.00**. This order may be filed in the 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 25, 2015

Residential Tenancy Branch

