



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LEADER VICTORY INVESTMENT CO. LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("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 recover the filing fee for this application from the tenant, pursuant to section 72.

The landlord's agent, PT ("landlord") and the tenant 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 landlord confirmed that he was the property manager for the rental unit building and that he had authority to represent the landlord company named in this application, as an agent at this hearing.

The tenant confirmed personal receipt of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent, dated April 2, 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. Neither party provided a copy of the 10 Day Notice for this hearing.

The tenant confirmed personal receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's Application.

### 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 recover the filing fee for this application from the tenant?

### Background and Evidence

The tenant testified that this tenancy began on February 1, 2009. Monthly rent in the amount of \$730.00 is payable on the first day of each month. A security deposit of \$350.00 and a pet damage deposit of \$100.00 were paid by the tenant and the landlord continues to retain both deposits. The tenant continues to reside in the rental unit. The tenant confirmed that a written tenancy agreement exists for this tenancy but neither party provided a copy for this hearing.

The landlord issued the 10 Day Notice, indicating that rent in the amount of \$730.00 was due on April 1, 2015. The landlord initially applied for a monetary order of \$4,180.00 plus the \$50.00 filing fee for its application. The landlord stated that rent of \$2,020.00 was due for the period before November 2014, \$700.00 was due for March 2015, \$730.00 was due for April 2015 and \$730.00 was due for May 2015.

At the hearing, both parties agreed that the tenant currently owes unpaid rent of \$2,980.00 total for this tenancy. They agreed that \$1,250.00 in rent is due for the period before November 2014, \$1,000.00 is due for March and April 2015 and \$730.00 is due for May 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 \$3,710.00 by June 29, 2015 in full satisfaction of rent owing until June 30, 2015;
2. Both parties agreed that this tenancy will continue in the event that the tenant abides by condition #1 of the above monetary settlement. In that event, the landlord agreed to withdraw the 10 Day Notice, dated April 2, 2015;

3. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2015, by which time the tenant and any other occupants will have vacated the rental unit, only if the tenant does not abide by condition #1 of the above monetary settlement;
4. The landlord withdrew the application to recover the \$50.00 filing fee;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing.

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 legal, 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 condition #1 of the above monetary settlement **and** if the tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on June 30, 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 condition #1 of the above monetary settlement **and** the tenant and any other occupants do not vacate the premises by 1:00 p.m. on June 30, 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 condition #1 of the above monetary settlement, I find that the landlord's 10 Day Notice, dated April 2, 2015, is cancelled and of no force or effect. In that event, this tenancy continues under the terms of the tenancy agreement, until it is ended in accordance with the *Act*.

To give effect to the settlement agreement between the parties, I order that the existing monetary terms of the written tenancy agreement between these parties and the dates when payments are due are to be amended as per condition #1 as set out above, until July 1, 2015. Should this tenancy continue after July 1, 2015, the terms of the written

tenancy agreement will take effect for the remainder of the tenancy until revised in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$2,980.00, the amount currently owing for this tenancy until May 2015. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not pay the landlord \$2,980.00 in accordance with condition #1 of the above monetary agreement. 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 the tenant does not pay the landlord \$2,980.00 as per condition #1 of the above monetary agreement. 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 is at liberty to apply for a new monetary award for the remaining \$730.00 for the future rent amount that becomes owing for June 2015.

The landlord's application to recover the \$50.00 filing fee 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: May 27, 2015

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Residential Tenancy Branch

