



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

The tenant appeared. The landlord appeared. The landlord was represented by his agent, who is the landlord's nephew.

The tenant acknowledged receiving the dispute resolution package from the landlord on or about 10 May 2015.

### Background and Evidence

This tenancy began 1 June 2014. Monthly rent of \$1,450.00 is payable on the first. The tenancy agreement provides that the tenant is responsible for the utilities for the rental unit.

On 29 March 2015 the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10 Day Notice). The 10 Day Notice set out that the tenant had failed to pay \$2,650.00 in rent that was due 1 February 2015. The 10 Day Notice set out an effective date of 8 April 2015.

On 17 April 2015 the parties entered into an agreement. That agreement provided that the tenant would pay \$750.00 weekly towards his rent arrears. The agent and tenant

both testified that they understood that this agreement would continue the tenancy. The tenant testified that he believed that this agreement “nulled” the 10 Day Notice.

The agent testified that the tenant had \$4,600.00 in rent arrears. The tenant agreed with this amount. The agent testified that the tenant had \$1,966.27 in utility arrears. The tenant testified that he had never received invoices that set out the amount of utilities owing. The tenant submitted that this amount seemed high. The agent confirmed several times that this was the amount of utility arrears.

At the end of the hearing the parties reached an agreement by which the tenancy would end.

### Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw his application.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 15 July 2015.
4. The tenant agreed to pay \$4,600.00 in rent arrears to the landlord.
5. The landlord agreed to provide copies of all the outstanding utility invoices to the tenant.
6. IF the landlord provided copies of these invoices AND IF the invoices substantiated the amounts, the tenant agreed to pay to the landlord \$1,966.27 for the utility arrears to the landlord.

The agent and the tenant both stated that they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn. The landlord's 10 Day Notice is cancelled.

The first monetary order is to be used if the tenant does not pay \$4,600.00 in rental arrears to the landlord in accordance with their agreement.

The second monetary order is to be used IF the landlord provided copies of the utility invoices AND IF the invoices substantiated the amounts, AND IF the tenant does not pay \$1,966.27 for the utility arrears to the landlord in accordance with their agreement.

The landlord is provided with these monetary orders in the above terms and the landlord should serve the tenant with these orders so that he may enforce it in the event that the tenant does not pay the outstanding amounts as set out in their agreement. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: June 12, 2015

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Residential Tenancy Branch

