



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0821149 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF (Landlord's Application)  
CNR, OLC, ERP, PSF, MT, MNDC, RP (Tenants' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant on August 11, 2015 and by the Landlord on August 13, 2015.

The Tenant applied for the following reasons: to cancel a notice to end tenancy for unpaid rent; for more time to cancel a notice to end tenancy; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlord to comply with the Act; to make emergency repairs for health and safety reasons; to make repairs to the rental unit; and to provide services or facilities required by law.

The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent, and to recover the filing fee from the Tenant.

The Tenant and an agent for the Landlord appeared for the hearing and provided affirmed testimony as well as documentary evidence prior to the hearing. No issues were raised by the parties in relation to the service of their Applications pursuant to the Act and the service of their evidence pursuant to the Rules of Procedure.

Rule 2.3 of the Rules of Procedures sets out that in the course of the dispute resolution proceeding, Arbitrators may use their discretion to dismiss unrelated claims contained in a single Application with or without leave to re-apply.

The Tenant explained that his monetary claim related to repairs that the Landlord had allegedly failed to complete during the tenancy. The Tenant confirmed that the unpaid rent issue related to a dispute about the amount of rent payable by the Tenant under the tenancy and an increase amount of a security deposit taken by the Landlord at the start of the tenancy.

Therefore, as these matters were unrelated, I determined during the hearing that I would only deal with the following: the Landlord's Application for an Order of Possession, the Monetary Order for unpaid rent, and the Application to recover the filing fee; and the Tenant's Application to cancel the notice to end tenancy. The Tenant's remaining issues on his Application are now severed and the Tenant is given leave to re-apply for these matters.

Both parties provided extensive evidence and submissions in relation to the service of three notices to end tenancy for unpaid rent and the reasons why the notices were served to the Tenant. In addition, despite the existence of a written tenancy agreement which documents the amount of rent payable by the Tenant in this tenancy, the Tenant disputed this amount testifying that the Landlord had verbally agreed to reduce this. However, the Landlord disputed this.

After the parties had finished providing their evidence in relation to the notices to end tenancy, I offered the parties an opportunity to settle the matters on their Applications through mutual agreement. The Landlord's agent stated that he could not let the tenancy continue but was willing to offer a mutual agreement to end the tenancy.

### Settlement Agreement

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.

After some negotiation, the parties agreed to settle the matters through mutual agreement based on the following terms and conditions:

1. The parties agreed to end the tenancy at **1:00 p.m. on November 15, 2015** at which point the Tenant is required to vacate the rental suite. The Landlord is issued with an Order of Possession effective for this date. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenant fails to vacate the rental unit on this date.
2. The Tenant agreed to pay the Landlord **\$325.00** to satisfy the Landlord's monetary claim. The Landlord agreed that the Tenant could pay this amount in \$50.00 increments per month. These payments must be paid **by the first day** of each month starting November 1, 2015 until the debt is fully satisfied. The Landlord is issued with a Monetary Order in the amount of \$325.00 which is enforceable in the small claims court if the Tenant fails to make any of the

payments. The Tenant is cautioned to retain documentary evidence to prove evidence of payments made.

3. The parties agreed that the Tenant will pay prorated rent of half a month (\$300.00) for the period of November 1, 2015 to November 15, 2015.

The parties agreed that the amount of security deposit retained by the Landlord is now \$300.00. The Landlord elected not deal with the security deposit in this hearing. Therefore, the requirements to deal with the Tenant's security deposit in accordance with the Act still apply. The parties were informed of this during the hearing.

The Tenant's Application for monetary compensation is dismissed with leave to re-apply. The remaining issues on the Tenant's Application not dealt with in this hearing are not moot and are hereby dismissed.

The parties confirmed during the hearing and at the end of the hearing that they had entered into this settlement agreement voluntarily and understood the full nature of the agreement and its meaning. Both files are now closed.

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: October 22, 2015

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Residential Tenancy Branch

