



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNDC

Introduction

This hearing was convened in relation to 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, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67.

The tenant and landlord both appeared. Neither party raised any issue with service.

In the course of the hearing the parties were able to agree to terms under which this 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 this 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 parties agreed to an order of possession being issued on the following basis:

- a. If the tenant paid \$973.75 to the landlord on or before 1 November 2015, the landlord and tenant agreed that possession of the rental unit would return to the landlord on or before one o'clock in the afternoon on 30 November 2015.
- b. If the tenant was unable to pay \$973.75 on or before 1 November 2015, but paid \$500.00 on or before 1 November 2015, the landlord and tenant agreed that possession of the rental unit would return to the landlord on or before one o'clock in the afternoon on 15 November 2015.
- c. If the tenant was unable to pay \$973.75 or \$500.00 on or before 1 November 2015, the landlord and tenant agreed that possession of the rental unit would return within two days of service of the order of possession on the tenant.

4. The parties agreed to monetary orders on the following basis:

- a. If the tenant occupied the rental unit all or a portion of the time 1 November 2015 to 15 November 2015, she would pay to the landlord a total of \$500.00.
- b. If the tenant occupied the rental unit all or a portion of the time 1 November 2015 to 30 November 2015, she would pay to the landlord full rent for November, that is \$973.75.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

In summary for the order of possession:

Paid on 1 Nov 2015	Order Served	Order Effective
\$0.00	2 November 2015	4 November 2015
\$500.00	13 November 2015	15 November 2015
\$973.75	28 November 2015	30 November 2015

In summary for the monetary orders:

Tenant is Occupying as Of	Serve Order	Vacates By	Order
1 November 2015	1 November 2015	1 Nov 2015 – 15 Nov 2015	\$500.00
16 November 2015	16 November 2015	16 Nov 2015 – 30 Nov 2015	\$500.00 + \$473.75

The landlord should consider the deeming provisions for service contained in section 90 of the Act in calculating the date of service.

The settlement struck between the parties is very complicated. While I have no reason to question the good faith of the landlord, the landlord is cautioned that if he attempts to use the orders issued improperly he may be liable to the tenant for damages. If the landlord requires any clarification, he may contact the Residential Tenancy Branch and speak to an information officer or file for a clarification.

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 \$500.00 to the landlord in accordance with their agreement. The landlord is provided with this order on the terms noted above and the landlord should serve the tenant with this order as soon as possible so that he may enforce it.

The second monetary order is to be used if the tenant does not pay \$473.75 to the landlord in accordance with their agreement. The landlord is provided with this order on the terms noted above and the landlord should serve the tenant with this order if the tenant fails to vacate the rental unit on or before 15 November 2015.

Should the tenant(s) fail to comply with the first or second monetary 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 as instructed above so that he 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: October 29, 2015

Residential Tenancy Branch

