



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, 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 unpaid rent pursuant to section 67; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to make submissions. The tenant confirmed receipt of the landlord's 10 Day Notice and the landlord's Application for Dispute Resolution. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy required a monthly rental amount of \$1000.00 payable on the first of each month. The landlord testified that as of December 1, 2015, the tenant has not paid the rent creating rental arrears totalling \$2000.00 as of the date of this hearing. The landlord testified that he continues to hold a \$500.00 security deposit paid by the tenant at the outset of this tenancy.

The tenant did not dispute that he has been unable to pay December 2015 and January 2016 rent. He testified that he lost his job in December and that he has not been able to keep up with his bills. He testified that he was using the phone at a government office where he intended to seek financial support after this teleconference. He testified that he has found a new residence to move into as of February 1, 2016.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to vacate the rental unit on or before February 1, 2016 at four in the afternoon.
2. The tenant agreed to ensure that all tenant possessions currently in the rental will be removed on or before February 1, 2016 at four in the afternoon.
3. The tenant agreed to ensure that the keys to the rental unit were provided to the landlord by February 1, 2016 at four in the afternoon.
4. The tenant agreed to provide a forwarding address to the landlord on or before Friday, January 29, 2016.
5. The parties agreed that the landlord may retain the tenant's \$500.00 security deposit to compensate the landlord for rental arrears.
6. The tenant agreed to pay to make payment arrangements with the landlord by March 1, 2016.
7. The parties agree that the tenant will pay \$1500.00 by April 15, 2016.
8. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails vacate the residence by February 1, 2016 in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not vacate the premises in accordance with the agreement within this decision. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the monetary portion of the settlement reached between these parties, I order the landlord retain the tenant's \$500.00 security deposit. Further, I issue a monetary order in favor of the landlord in the amount of \$1500.00 dated April 15, 2016 to be used only if the tenant fails to pay \$1500.00 on or before this date. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement 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.

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: January 27, 2016

Residential Tenancy Branch

