



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on March 14, 2016 for:

1. An Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on April 5, 2016 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the Hearing the Parties settled the dispute by mutual agreement.

Agreed Facts

The tenancy started on January 1, 2014. Market rent of \$919.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$436.50 as a security deposit. The Tenant owed rental arrears of \$786.00 and failed to pay rent for March 2016. On March 7, 2016 the Landlord served the Tenant with a 10 day notice for unpaid rent (the “Notice”) by posting the Notice on the door of the unit. The Tenant did not the rent for April 2016 and paid the Landlord \$600.00 on April 21, 2016. The Tenant has not paid the rent for May 2016. The Tenant was in a car accident in December

2014 and became unable to work. The Tenant has a related insurance claim started and has recently become eligible for unemployment benefits.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Tenant will pay \$919.00 for May 2016 rent to the Landlord no later than 4:30 p.m. on Friday May 6, 2016;**
- 2. In addition to the rent payable on the 1st day of each month thereafter, the Tenant will pay rental arrears of \$338.00 per month no later than the 15th day of each month from June to October 2016, inclusive;**
- 3. The Tenant will pay the final arrears amount of \$334.00 no later than November 16, 2016;**
- 4. The Tenant will make an application for subsidy to the Landlord no later than May 15, 2016;**
- 5. If the subsidy is approved, including any retroactive subsidy, the above rental arrear amounts will be adjusted accordingly;**
- 6. If the Tenant fails to make the rent or rental arrears payments as set out above, the Tenant will move out of the unit; and**
- 7. These terms comprise the full and final settlement of all aspects of the dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the settlement agreement, recorded above, I find that the Parties have resolved the dispute and the tenancy continues. Should the Tenant fail to uphold the payment terms of the agreement the Landlord is at liberty to make an application for an order of possession and compensation.

Conclusion

The dispute has been settled as set out above. The tenancy continues.

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 02, 2016

Residential Tenancy Branch