



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANRON CONST. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT CNR OPR MNR ERP MNDC OLC FF

Introduction

This hearing dealt with applications from both the landlord_ and the tenant_ under the *Residential Tenancy Act* ("the *Act*"). The landlord's applied for; an Order of Possession for Unpaid rent pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for; more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 66; cancellation of the landlord's 10 Day Notice to End Tenancy pursuant to section 46; an order to the landlord to make (emergency) repairs to the rental unit pursuant to section 33; an order that the landlord comply with the Act pursuant to section 62; and any other remedy.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both parties confirmed receipt of evidence submitted by the other party. 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

This tenancy began in 2013. The most recent tenancy agreement was submitted by the landlord showing a rental amount of \$1250.00 payable on the twentieth of each month and a start date of April 1, 2016. The landlord testified that he purchased the property, becoming the landlord at that same date. The landlord stated that he is not certain the prior landlord has provided the tenant's security deposit while the tenants both testified

that a \$625.00 security deposit was given to the prior landlord. The provision of a \$625.00 security deposit was noted on the current tenancy agreement.

The landlord testified that the tenants have not paid rent for the months of June, July and August 2016. The tenants testified that they withheld rent in consideration for their ongoing inconvenience for an unrepaired furnace and the landlord's failure to pay outstanding utility bills on their behalf. Both parties negotiated terms of a payment arrangement wherein the tenants will collectively pay the landlord a minimum of \$250.00 per month on the 20th of each month for the remainder of the year and pay any outstanding balance by December 31, 2016.

The tenants testified that the utility bills accrued during the course of the tenancy are held in Tenant SE's name and it was agreed that the utility bills are not included within the rent according to the current residential tenancy agreement.

Both parties agreed that the landlord may inquire regarding the security deposit to the previous property owner and landlord.

The tenants stated that they intended to vacate the residence in all of the circumstances. Ultimately, the tenants agreed to vacate the residence by September 15, 2016 and agreed to pay \$2500.00 to the landlord before December 31, 2016.

Analysis/Settlement

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 tenants agreed to vacate the rental unit on or before September 15, 2016 at one in the afternoon.
2. The tenant agreed to pay the tenant \$2500.00 with a payment plan as follows,
 1. \$250.00 on August 31, 2016
 2. \$250.00 by September 20, 2016
 3. \$250.00 by October 20, 2016
 4. \$250.00 by November 20, 2016
 5. \$250.00 by December 20, 2016

6. \$1250.00 by December 31, 2016.
3. The parties agree that the utility bills accrued during the course of the tenancy remain the responsibility of the tenants.
4. The parties agree that the landlord will retain the \$625.00 security deposit at the end of tenancy.
5. 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 grant the landlord is provided with a formal copy of an Order of Possession effective September 15, 2016 to be used only in the event that the tenants do not vacate in accordance with the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To further give effect to the settlement reached between the parties, I issue a monetary order to the landlord in the amount of \$2500.00 to be used only after the tenant has failed to pay more than 2 installments of the payment plan or if an amount remains outstanding on December 31, 2016. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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: August 24, 2016

Residential Tenancy Branch

