



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession and to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The tenancy started in April 2007. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$320.00 due in advance on the first of each month.

The landlord stated that the tenant has been falling back on rent since 2014 and has been served multiple notices to end tenancy. On August 03, 2016, the landlord served the tenant with a ten day notice to end tenancy for unpaid rent in the amount of \$1,390.48. The landlord stated that as of the date of this hearing, the tenant owes \$1,473.18. The tenant did not dispute the notice and agreed that he owed \$1,473.18. The landlord requested the filing fee as well as unpaid rent for a total of \$1,573.18.

Analysis

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if

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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 this hearing, the parties reached an agreement on the following terms:

1. The landlord agreed to allow the tenancy to continue on condition that the tenant paid rent on time from here on now and that the tenant made scheduled payments towards the outstanding debt of \$1,573.18.
2. The tenant agreed to pay rent on the day rent is due and also agreed to make payments as per the schedule set out below. The tenant stated that he understood that if rent and the installments towards unpaid rent were not paid on time, the landlord will serve him with a notice to end tenancy.
3. The tenant stated that he understood that the landlord will be granted an order of possession effective November 01, 2016 and will serve the order if the first installment of \$500.00 due by October 31, 2016, is not paid.
4. The landlord agreed not to enforce the order dated November 01, 2016, if the tenant made the first scheduled payment of outstanding rent on time
5. The tenant agreed to pay the outstanding rent on the following dates:

Due on or before October 31, 2016	\$500.00
Due on or before November 30, 2016	\$300.00
Due on or before December 31, 2016	\$300.00
Due on or before January 31, 2017	\$300.00
Due on or before February 28, 2017	\$173.18

6. Both parties stated that they understood and agreed to the terms of this agreement.

Conclusion

The tenancy will continue and the tenant will make payments as per the schedule.

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 07, 2016

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