



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB MNR MNSD FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an Order of Possession for Breach of a Material Term of the Tenancy Agreement 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.

Both parties were represented at the hearing. An agent attended on behalf of the landlord and two of the three tenants attended representing the interests of all three tenants. All parties were given an opportunity to be heard, to present sworn testimony and to make submissions. 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 began as a fixed term tenancy in 2014. The three tenants have signed a succession of fixed term tenancy agreements since that time. The current fixed term tenancy agreement with a rental amount of \$1900.00 payable on the first of each month was scheduled to end July 31, 2016. The tenants initialed the check box for move out at the end of the tenancy. The landlord testified that he continues to hold a \$950.00 security deposit paid by the three co-tenants at the outset of this tenancy.

The landlord testified that the tenants continue to reside in the rental unit although they have been unable to pay full rent since July 2016. The parties agreed that the tenants did not pay full rent in August, 2016 leaving \$730.00 outstanding. The parties agreed that the tenants did not pay any rent in September or October 2016. The tenants

testified that a family circumstance had led to their inability to pay the rent for those months.

Ultimately, the tenants agreed to vacate the residence and the landlord agreed to allow the tenants until the end of October 2016 to vacate the rental unit.

### 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 tenants agreed that the landlord is entitled to \$4530.00 in unpaid rent.
2. The tenants agreed that the landlord is entitled to retain the tenants' \$950.00 security deposit.
3. The tenants agreed to pay the landlord an additional \$3580.00 as follows,
  1. The tenants agreed to pay the landlord \$1000.00 by October 31, 2016; and
  2. The tenants agreed to pay the landlord \$2580.00 by November 30, 2016.
4. The tenants agreed to vacate the rental unit on or before October 31, 2016 at one in the afternoon.
5. The tenants agree, in accordance with the Residential Tenancy Act, to leave the rental unit clean and tidy at the end of the tenancy.
6. 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, the landlord is provided with a formal copy of an Order of Possession effective October 31, 2016. **This Order is to be used only in the event that the tenants fail to adhere to the agreement above.** 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 give effect to the monetary settlement reached between the parties, I issue the landlord a monetary order in the amount of \$3580.00. **This monetary order is to be**

**used by the landlord only in the event that the tenants fail to pay in accordance with the agreement above and to be used not before November 30, 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: October 12, 2016

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Residential Tenancy Branch

