



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("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 retain the tenant's security deposit in partial satisfaction of the monetary award, pursuant to section 38.

One of two tenants, tenant AO ("male tenant") and the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The female tenant did not appear at this hearing. The male tenant confirmed that he did not have authority to speak on behalf of the female tenant at this hearing, as they are legally separated. This hearing lasted approximately 29 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The male tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application.

At the outset of the hearing, the landlord confirmed that she did not require an order of possession because the tenants had vacated the rental unit by August 31, 2016. Accordingly, this portion of the landlord's application is dismissed without leave to reapply.

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. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the male tenant owes the landlord a total of \$13,350.00 in unpaid rent for this tenancy;
2. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$520.00 in partial satisfaction of the \$13,350.00 rent owed;
3. Both parties agreed that the male tenant will pay the landlord a total of \$12,830.00, according to the following terms:
 - a. The male tenant will begin making payments to the landlord on January 7, 2017;
 - b. The male tenant will complete making all payments to the landlord by December 31, 2018;
 - c. The male tenant will pay at least \$500.00 per month to the landlord during the above time period;
 - d. The male tenant is permitted to pay more than \$500.00 per month to the landlord during the above time period;
 - e. The male tenant will make payments to the landlord by way of e-transfer;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Both parties confirmed during the hearing that they agreed and understood that this settlement agreement and monetary order were binding against the male tenant only, not the female tenant.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$12,830.00 against the male tenant only. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the male tenant does not abide by condition #3 of the above agreement. The male tenant must be served with a copy of this Order as soon as possible after the male tenant does not abide by condition #3 of the above agreement. Should the male tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I order the landlord to retain the tenants' entire security deposit of \$520.00 in partial satisfaction of the monetary award.

The landlord's application for an order of possession is dismissed without leave to reapply.

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: December 13, 2016

Residential Tenancy Branch