



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### 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 recover the filing fee for this application, pursuant to section 72.

The landlord's agent, SK ("landlord") and the tenant 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 landlord confirmed that she is the property portfolio manager for this rental unit and that she had authority to represent the landlord company named in this application as an agent at this hearing. This hearing lasted approximately 27 minutes in order to allow both parties to fully negotiate a settlement of this application.

The 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 the tenant was duly served with the landlord's application.

### 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. The tenant agreed to pay the landlord rental arrears of \$3,158.00 total for the period from March 1, 2015 to February 28, 2017, according to the following schedule:
  - a. \$370.00 (plus an additional \$510.00 for rent which totals \$880.00) by March 10, 2017;
  - b. \$150.00 each month payable on the first day of each month, beginning on April 1, 2017 and ending on September 1, 2018;
  - c. \$88.00 by October 1, 2018;
2. The tenant agreed to pay the current monthly rent (which is currently \$510.00 but could change in the future based on the tenant's declaration of income and assets) to the landlord by the first day of each month beginning on April 1, 2017;
3. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, which expires on December 31, 2017, if the tenant defaults on any rent payments under conditions 1(a) or 1(b) or 2 of the above settlement;
4. Both parties agreed that this tenancy will continue under the terms of the written tenancy agreement, in the event that the tenant abides by conditions 1(a) and 1(b) and 2 of the above settlement. In that event, the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 10, 2017 ("10 Day Notice"), is cancelled and of no force or effect;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. 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 testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached seven (7) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1(a) or 1(b) or 2 of the above settlement. As notified to both parties during the hearing, this seven day **Order of Possession expires on December 31, 2017** and it cannot be served upon the tenant after **December 31, 2017**. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant

does not abide by conditions 1(a) or 1(b) or 2 of the above settlement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant abides by conditions 1(a) and 1(b) and 2 of the above settlement, I find that the landlord's 10 Day Notice, dated January 10, 2017, is cancelled and of no force or effect. In that event, this tenancy continues under the terms of the written tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement between the parties, I issue a monetary Order in the landlord's favour in the amount of \$3,158.00, the amount currently owing for rent from March 2015 to February 2017. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not pay the landlord \$3,158.00 as per the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not pay the landlord \$3,158.00 as per the above agreement. Should the 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 notified the landlord that as future rent for March 2017 and onwards is not yet due under the tenancy agreement as of the date of this hearing, the landlord can apply for a monetary order for any rent due for March 2017 or later.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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: February 23, 2017

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Residential Tenancy Branch