



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNDC 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 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 tenants' 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 tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenants confirmed receipt of the landlord's Notice to End Tenancy as well as the landlord's Application for Dispute Resolution hearing package. 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 in April 2013 as a month to month tenancy with a rental amount of \$680.00. The rental amount has remained the same throughout the course of this tenancy. The landlord testified that he continues to hold a \$340.00 security deposit paid by the tenants at the outset of this tenancy. The landlord acknowledged that the tenants' son who is also a resident at the rental unit automatically pays his portion of the rent (\$226.67) each month. The remaining two tenants' portion of the rent is \$453.33.

The landlord testified that he is seeking to recover \$4080.00 from the tenants despite the fact that their total unpaid rent is approximately \$6000.00. The landlord testified that the tenants have made partial rent payments on an ongoing basis but that, as the rental arrears grew, he decided to issue a 10 Day Notice. The landlord testified that he did not provide receipts to the tenants for their partial payments nor did he speak to them about their unpaid rent prior to issuing the 10 Day Notice.

Both parties agreed that \$4080.00 is owed by the tenants to the landlord. Both parties agreed that the outstanding rental arrears cannot continue to accumulate. Both tenants have recently acquired jobs.

Ultimately, the tenants agreed to a payment plan over the course of the next year to pay off the rental arrears. The tenants agreed that they will vacate the rental unit by May 30, 2017 *if and only* if they are unable to meet the payment arrangement that the parties agreed on as outlined during the month of April 2017.

The payment arrangement was laid out by the landlord with the tenants' agreement on both the amount and the due dates. It was acknowledged by both parties that payment by the tenants every two weeks means that there are times when the tenants will pay 2 payments totalling \$700.00 and sometimes there will be 3 payments totalling \$1050.00 over the course of any month. Furthermore, the tenants acknowledges that some due dates may be banking holidays and will require the tenants to make other arrangements prior to the due date to provide the payment amount to the landlord on the due date.

Payment Due dates	Payment Amts
April 30, 2017	\$350.00
May 12, 2017	350.00
May 26, 2017	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
June 9, 2017	350.00
June 23, 2017	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
July 7, 2017	350.00
July 21, 2017	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
August 4, 2017	350.00
August 18, 2017	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
September 1, 2017	350.00
September 15, 2017	350.00
September 29, 2017	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
October 13, 2017	350.00
October 27, 2017	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>

November 10	350.00
November 24	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
December 8	350.00
December 15	350.00
December 29	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
January 12, 2018	350.00
January 26, 2018	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
February 9, 2018	350.00
February 23, 2018	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
March 9, 2018	350.00
March 23, 2018	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
April 6, 2018	350.00
April 20, 2018	350.00
<i>Payment towards monthly rent</i>	<i>-453.33</i>
Final amount of rental arrears to be paid by April 30, 2018	69.96
<i>Conditional Monetary Order</i>	\$4080.00

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 to pay the landlord \$4080.00 in rental arrears by paying \$350.00 every two weeks to the landlord beginning on April 30, 2017.
2. The parties agree that payments made the tenants every two weeks will be applied to their portion of their ongoing monthly rent in the amount of \$453.33.
3. The parties agree that the remainder of each payment made the tenants every two weeks, after the payment of their current ongoing rental amount will apply towards their outstanding rental arrears.
4. The landlord agreed that he will provide a receipt to the tenants for each payment made by the tenants towards the above payment plan with the amount of payment and the date of payment.
5. The landlord agreed that he will keep an accounting of the payments made by the tenants.
6. The tenants agreed to vacate the rental unit if and only if they fail to meet the payment agreement outlined above.
7. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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 May 30, 2017 to be used if and only if the tenant(s) fail to make \$350.00 payments on April 30, 2017, May 12, 2017, and/or May 26, 2017. 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 settlement reached between the parties, I issue a monetary order to the landlord in the amount of \$4080.00 to be used in the event that the tenant(s) do not pay the rental arrears in full.

The landlord is provided with these Orders in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants 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: April 21, 2017

Residential Tenancy Branch