



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPL MNR MNDC 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 or for Landlord's Use pursuant to section 55 and section 49; a monetary order for unpaid rent, damage or loss as a result of this tenancy pursuant to section 67; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant confirmed receipt of the landlord's Application for Dispute Resolution package including the Notice of Hearing as well as his documentary evidence within the 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 September 13, 2016 as a one year fixed term with a rental amount of \$1275.00 payable on the first of each month. The tenant vacated the rental unit on April 15, 2017. Therefore, the landlord no longer sought an Order of Possession for the rental unit. The landlord testified that she continues to hold a \$600.00 security deposit paid by the tenant at the outset of this tenancy.

The tenant agreed that he had not paid rent for the months of January, February, and March 2017. The tenant agreed that prior to vacating the rental unit on April 15, 2017, he did not pay a half months' rent. The landlord testified that the tenant regularly failed to pay rent on time and in full. She testified that she could not maintain her property when the tenant did not pay rent at all in 2017.

Both parties agreed that, now that the tenancy has ended, the tenant should pay an amount towards the outstanding rent.

Ultimately, the tenant agreed to pay the landlord a total amount of \$4062.50 and to allow the landlord to retain his \$600.00 security deposit above the \$4062.50.

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 tenant agreed to pay the landlord a total monetary amount of \$4062.50 before September 1, 2017.
 - a) The tenant agreed to pay the landlord \$1000.00 on June 9, 2017 by 4:00 p.m.
 - b) The tenant agreed to pay the landlord \$1000.00 on July 7, 2017 by 4:00 p.m.
 - c) The tenant agreed to pay the landlord \$1000.00 on August 4, 2017 by 4:00 p.m.
 - d) The tenant agreed to pay the landlord \$1062.50 on September 1, 2017 by 4:00 p.m.
2. The parties agreed that the landlord will retain the tenant's \$600.00 security deposit above the \$4062.50 paid as outlined above.
3. 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, I issue a monetary order to the landlord in the amount of \$4062.50 **to be used only in the event** that the tenant does not pay in accordance with the agreement as outlined above.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. 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.

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: May 9, 2017

Residential Tenancy Branch

