



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LANGCORP DEVELOPMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, O

Introduction

This hearing dealt with cross applications. The tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to request a payment plan with the landlord to satisfy the rental arrears. The landlord applied for an Order of Possession for unpaid rent and a Monetary Order for unpaid and/or loss of rent and utilities. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

After both parties had an opportunity to be heard, I was able to facilitate a mutual agreement between the parties in resolution of these applications. I have recorded the mutual agreement by way of this decision and the orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties agreed to the following terms and conditions in resolution of their respective applications:

1. The parties agree that the tenant has not paid the monthly rent of \$935.00 for the months of March 2017, April 2017 and May 2017 and the tenant owes the landlord rent of \$2,805.00 in rental arrears as of today's date.
2. The tenancy shall continue at this time provided the following terms and conditions are fulfilled by the tenant. Should the tenant fail to comply with the following terms and conditions the landlord is at liberty to serve and enforce the Order of Possession that accompanies this decision and the landlord may serve the Monetary Order that accompanies this decision upon the tenant and enforce the unsatisfied balance. Should the tenant fulfill all of the terms set out below, the Order of Possession becomes null and void at the end of the fixed term, or January 31, 2017. The Monetary Order becomes null and void once the rental arrears have been satisfied.

- a. The tenant shall pay the rent that is due on June 1, 2017 in the full and on time and every month thereafter by way of a certified cheque, money order, bank draft or other similar instrument that guarantees the funds are available.
- b. In addition to the above, the tenant shall pay the landlord the rental arrears of \$2,805.00 by way of four equal installments of \$701.25 using the same method of payment described above on the following dates:
 - i. June 7, 2017
 - ii. June 14, 2017
 - iii. June 21, 2017
 - iv. June 28, 2017
- c. The tenant will have the dog removed from the rental unit within one week of today's date.

In filing its application, the landlord had also requested compensation for a hydro bill the landlord received for this rental unit during this tenancy in the amount of \$174.43. The landlord had provided a copy of the bill and the tenancy agreement as evidence of the charges and that rent does not include electricity or heat. The tenant acknowledged that she is responsible for the hydro charges and stated that she has opened a hydro account in her name and requested that BC Hydro back-date the charges to her account to the start of her tenancy. The landlord acknowledged that it is possible the charges to the landlord may be reversed but the landlord has yet to receive a credit to their account. The tenant stated that the back-dating and the credit will be processed as a special billing. Given the uncertainty as to whether the landlord will be hydro charges to the landlord will be reversed in the near future, the parties did not include the hydro bill as part of their mutual agreement and I leave it to the parties to resolve this matter. If BC Hydro declines to reverse the charges to the landlord's account, I order the tenant to satisfy the hydro charges incurred by the landlord but I also dismiss this portion of the landlord's monetary claim with leave to reapply in the event this matter is not resolved or satisfied by the tenant as ordered.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, the landlord has been provided two conditional orders with this decision, as described below:

- An Order of Possession effective two (2) days after service upon the tenant. This Order may be served and enforced upon the tenant only in the event she fails to fulfill the terms of the mutual agreement described in this decision. The Order of Possession may not be used for any other purpose and it shall become null and void after January 31, 2018.
- A Monetary Order in the amount of \$2,805.00. This sum represents the rental arrears that are currently outstanding for the months of March 2017, April 2017 and May 2017. The landlord is at liberty to serve the Monetary Order upon the tenant if she fails to meet one or more of the payments as described in the mutual agreement and enforce any unsatisfied balance of this Monetary Order. Once the rental arrears have been satisfied this Monetary Order becomes null and void.

Conclusion

The tenancy continues at this time subject to the terms of the mutual agreement recorded in this decision. The landlord has been provided conditional orders with this decision that may be served and enforced if the tenant fails to comply with the terms of the mutual agreement.

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 25, 2017

Residential Tenancy Branch