



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LU'MA NATIVE HOUSING BCH SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNDC MNR 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 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. 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 October 1, 1995 as a month to month tenancy with a rental amount of \$517.00 payable on the first of each month. As of the date of this hearing, the tenancy continued on a month to month basis. The landlord testified that he continues to hold a \$267.50 security deposit paid by the tenant at the outset of this tenancy.

The landlord testified that the tenant and landlord have reached an agreement with the assistance of a tenant advocate. The landlord testified that the tenant has paid \$350.00 monthly in addition to her current rental amount of \$517.00 for the past 2 months. The tenant has \$1781.00 in rental arrears as of the date of this hearing. The parties have agreed that the landlord will continue to accept a minimum of \$517.00 in rent and a minimum of \$350.00 towards rental arrears each month until the tenant has paid the entire rental arrears amount.

The tenant testified that she hopes to attempt to pay a larger amount in addition to her current rent so that her arrears can be paid off sooner. She testified that she is aware

that she is subject to income testing and that she has been advised that her current regular rent amount will increase within the next few months. She agreed to continue to pay \$350.00 as a minimum monthly amount towards her rental arrears in addition to her regular rental payment. The tenant's rental payment is currently \$517.00 however it is scheduled to increase within the next three months. The tenant's advocate was present to assist in confirming information and ensuring the tenant has a means to meet her financial obligations.

Ultimately, the landlord chose not to rely on their application for an Order of Possession or the 10 Day Notice the landlords had issued. The tenancy will continue if the conditions below are met.

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 minimum amount of \$350.00 in addition to her current rental amount on or before the 1st of each month.
2. The tenant agreed that she will provide payment in the form of a money order delivered by her advocate.
3. The tenant agreed that she will continue to pay an additional amount above her rental rate until she has paid the rental arrears balance of \$1781.00.
4. The tenant acknowledged that she is required to undergo income testing on October 1, 2017 and that, prior to this date, her "rental amount" will increase.
5. The tenant acknowledged that, as a result of a re-evaluation of her subsidy, her current rental amount will increase and that she will be required to pay both the new current rental amount as well as a minimum of \$350.00 each month to the landlord.
6. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
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.

The landlord will provide a copy of this agreement by mail to the tenant after receipt of this settlement agreement.

Conclusion

To give effect to the agreement reached by both parties, I issue a monetary order to the landlord in the amount of \$1781.00 if and only if the tenant fails to pay rent in accordance with the agreement above.

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: June 30, 2017

Residential Tenancy Branch