



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, 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 for unpaid rent pursuant to section 67;
- authorization to retain the security deposit for this tenancy pursuant to section 38; and
- authorization to recover the filing fees of the application from the tenants pursuant to section 72.

Both parties 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 corporate landlord was represented by its agent LJ (the "landlord"). The tenant SP spoke on behalf of both co-tenants.

As the parties were both in attendance I confirmed that there were no issues with service of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent, their application for dispute resolution and evidence. Based on the testimonies of the parties I find that the landlord served the tenant with the materials in accordance with sections 88 and 89 of the *Act*.

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. This tenancy will continue according to the terms of the written tenancy agreement of May 2, 2014.
2. Rent for this tenancy will be \$1,423.00 a month payable on the 1st of each month.
3. The tenant will pay the landlord the sum of \$3,778.00 for outstanding past rent in monthly installments of at least \$800.00 by the 25th of each month, beginning on December 25, 2017 and continuing until the total amount is paid in full. The full amount must be paid by April 26th, 2018.
4. The parties agree that the landlord's 10 Day Notice is cancelled and of no further force or effect.
5. This settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be served on the tenant by the landlord **only** if the tenant fails to make full rent payment for this tenancy for any of the months of December 2017, January 2018, February 2018, March 2018, April 2018 or May 2018 or fails to make the monthly payment of at least \$800.00 on the 25th of each month until the full amount of \$3,778.00 is paid. 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.

I issue a monetary Order in the landlord's favour in the amount of \$3,778.00, to be used **only** in the event that the tenant does not abide by the monetary terms of the settlement agreement outlined above. 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: November 21, 2017

Residential Tenancy Branch