



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 CNR, OPR, MNR, MNSD, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenants applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent; orders for repairs; orders for compliance; and, a Monetary Order for damages or loss under the Act, regulations or tenancy agreement. The landlord applied for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, loss of rent; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing.

At the outset of the hearing, I confirmed service of hearing documents and evidence upon each other and the Residential Tenancy Branch. I explained the hearing process and permitted the parties to ask relevant questions.

Rule 2.3 of the Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. Both parties had requested that I make a decision with respect to the enforceability of a 10 Day Notice to End Tenancy for Unpaid Rent and the tenants' obligation to pay rent. It was confirmed that the tenants are still occupying the rental unit. Accordingly, I determined that the issue of rent and the enforceability of the 10 Day Notice was the primary issue(s) to resolve. The tenants had requested a number of other remedies on their Application for Dispute Resolution that were unrelated to payment of rent such as requests for repairs and a transfer to a larger unit due to the increased size of the tenants' family. I informed the tenants that I do not have authority to require the landlord to give the tenants a larger rental unit and I declined to consider that request. As for the tenant's request for repairs, I urged the tenants to put any outstanding repair issues in writing and give it to the landlord so that the landlord can take appropriate action. Should the landlord fail to make repairs so that the rental unit meets health and safety and/or building laws, the tenants may reapply for repair orders. As for the tenant's monetary claim, it appears to be unrelated

to the obligation to pay rent and that remedy was severed and dismissed with leave to reapply.

After both parties had an opportunity to be heard with respect to the issue of rent payable and the fate of this tenancy the parties turned their minds to resolving this matter by way of a mutual agreement. 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

During the hearing the parties mutually agreed upon the following terms with a view to continuing the tenancy at this time:

1. The tenancy shall continue at this time, conditional upon the tenants paying the full amount of the monthly rent and parking (\$1,172.00) when due; plus, payment of rental arrears (\$2,475.00) as set out below:
 - a. Starting May 1, 2018 and on the first day of the five following months the tenants must pay the landlord monthly rent and parking fee of \$1,172.00 plus \$412.50 toward the rental arrears.
2. Should the tenants fail to meet their payment obligations as set out above, the tenancy is at an end and the landlord may serve and enforce upon the tenants the Order of Possession that is provided to the landlord with this decision.
3. The landlord is provided a Monetary Order for the rental arrears outstanding as of this date to serve and enforce upon the tenants if the tenants fail to satisfy their payment plan set out above.
4. The security deposit remains in trust at this time, to be dealt with at the end of the tenancy in accordance with the Act.

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 their 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 term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, I provide the landlord with a Monetary Order in the amount of \$2,475.00, representing the current rental arrears, to serve and enforce any unsatisfied balance upon the tenants if necessary.

I further provide the landlord with an Order of Possession effective two (2) days after service upon the tenants. This Order is conditional and may only be served in the event the tenants fail to meet their payment obligations set out in term #1 of their mutual agreement.

Should the tenants satisfy their payment obligation as required under term #1 of the mutual agreement; the Order of Possession and Monetary Order become null and void.

Conclusion

The parties reached a mutual agreement during the hearing with a view to continuing the tenancy at this time, conditional upon the tenants satisfying the payment obligations set out in the mutual agreement. The landlord has been provided a conditional Order of Possession and Monetary Order that may be served upon the tenants should they fail to meet their payment obligations as set out in term #1 of the mutual agreement recorded in this decision.

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 11, 2018

Residential Tenancy Branch