



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, OPRM-L, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary Order for unpaid rent pursuant to sections 26 and 67;
- authorization to retain the tenant's security deposit pursuant to section 38;
- an Order of possession for unpaid rent pursuant to sections 46 and 55;
- and
- recovery of the filing fee for this application pursuant to section 72.

On behalf of the landlord, the tenant services coordinator (the "landlord") and the caretaker attended. The tenant was also in attendance. Both parties were each given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the tenant was served with the notice of dispute resolution package by registered mail on March 2, 2018. The landlord provided the Canada Post Tracking Number to confirm this registered mailing. The tenant confirmed receipt of the dispute resolution package but could not confirm the date of receipt. I find that the tenant was deemed served with this package on March 7, 2018, 5 days after its mailing, in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

1. Is the landlord entitled to a monetary order for unpaid rent pursuant to section 26 and 67 of the *Act*?
2. Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of outstanding rent pursuant to section 38 of the *Act*?

3. Is the landlord entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?
4. Is the landlord entitled to recover the filing fee for this application pursuant to section 72 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, engaged in a conversation, 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. The parties agreed to set aside the existing payment terms of their tenancy agreement until July 1, 2018, on the basis of the tenant's agreement to pay the landlord rent for this tenancy, according to the following schedule:
 - a. \$200.00 by May 18, 2018;
 - b. \$740.00 by May 24, 2018;
 - c. \$740.00 by June 14, 2018; and
 - d. \$430.00 by June 30, 2018.
2. Both parties agreed that condition #1 of the above monetary agreement satisfies all unpaid rent currently owing for this tenancy from January to May 2018 as well as future rent for June 2018;
3. Both parties agreed that as of July 1, 2018, rent will be due on the first day of each month for the remainder of this tenancy, unless and until both parties agree otherwise;
4. Both parties agreed that this tenancy will continue in the event that the tenant abides by condition #1 of the above monetary agreement;
5. The landlord agreed to withdraw the 10 Day Notice and the 1 Month Notice;
6. Both parties agreed that this tenancy will end pursuant to a two-day Order of Possession, if the tenant defaults on any rent payments under condition #1 of the above monetary agreement; and

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood

and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two day Order of Possession to be used by the landlord **only** if the tenant does not abide by the terms of Condition #1 of the above monetary agreement.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above monetary agreement. 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.

To give effect to the settlement agreement between the parties, I order that the existing monetary terms of the tenancy agreement between these parties and the dates when payments are due are to be amended to the schedule outlined in Condition #1 as set out above until July 1, 2018. Should this tenancy continue after July 1, 2018, I order that the terms outlined in Condition #3 take effect for the remainder of the tenancy until revised in accordance with the *Act*.

The landlord is at liberty to apply for a monetary award for rent amounts left outstanding should Condition #1 be breached.

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 14, 2018

Residential Tenancy Branch