



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ARDENT PROPERTIES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR OPR MNR MND ERP RP FF

### Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act*. The landlord applied for: an Order of Possession for Unpaid Rent pursuant to section 55; a monetary order for unpaid rent and other loss (including liquidated damages) pursuant to section 67; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for: cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46; a monetary order for compensation for damage or loss under the *Act* pursuant to section 67; and an order that the landlord make repairs (and/or emergency repairs) to the rental unit pursuant to section 33.

Both parties attended the hearing and were given a full opportunity to be heard, to testify, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing (the landlord's Notice to End Tenancy and each party's Application for Dispute Resolution). Before the conclusion of this hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This tenancy began on October 23, 2017 as a 1 year and 1 week fixed term tenancy. The rental amount of \$850.00 was payable on the 1<sup>st</sup> of each month as well as 40% of the utilities for the premises. The tenant paid a \$425.00 security deposit at the outset of the tenancy (October 19, 2017). The landlord issued a notice to end tenancy to the tenant on April 4, 2018 for unpaid rent. The tenant testified that he will vacate the rental unit on May 31, 2018.

The tenant testified that he believes there was mold in the rental unit and that it reduced the value of his rental unit and forced him to find another place to live when, from his position, the landlord did not sufficiently address the issue. The landlord testified that the tenant has failed to pay rent and utilities since March 2018. Ultimately, the parties agreed that the tenant will pay the landlord \$2358.00 over the course of 8 months. The tenant is entitled to pay the final balance owing at any time prior to January 1, 2019.

### 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 vacate the rental unit on or before May 31, 2018 at one in the afternoon.
2. The tenant agreed to pay the landlord \$2358.00 by December 1, 2019 in payments as follows,
  - a. The tenant will pay \$200.00 to the landlord on June 1, 2018.
  - b. The tenant will pay \$200.00 to the landlord on July 1, 2018.
  - c. The tenant will pay \$200.00 to the landlord on August 1, 2018.
  - d. The tenant will pay \$439.50 to the landlord on September 1, 2018.
  - e. The tenant will pay \$439.50 to the landlord on October 1, 2018.
  - f. The tenant will pay \$439.50 to the landlord on November 1, 2018.
  - g. The tenant will pay \$439.50 to the landlord on December 1, 2018.
3. The landlord agrees that the tenant's payments above, when complete, represent full and final payment of all outstanding rent and utilities.
4. 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.
5. 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.

Conclusion

To give effect to the settlement reached between the parties, I grant an Order of Possession to the landlord effective **May 31, 2018**. 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 further effect to the settlement reached between the parties, I issue a monetary order in the amount of \$2358.00 ***to be used if and only if the tenant fails to meet the terms of the payment agreement provided above.***

The landlord is provided with this monetary Order in the above terms and the tenant must be served with this Order as soon as possible. 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: May 22, 2018

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Residential Tenancy Branch