



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUITLAM KINSMEN HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR

Introduction

On April 28, 2018, the Landlord submitted an Application for Dispute Resolution by Direct Request under the *Residential Tenancy Act* ("the Act"). The Landlord requested an Order of Possession due to unpaid rent and a Monetary Order to recover the unpaid rent. The Landlord's evidence was reviewed and found to be incomplete; therefore, the matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the Notice of Hearing and documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Should the Landlord be issued an Order of Possession for the rental unit?
Should the Landlord receive a Monetary Order for unpaid rent?

Background and Evidence

I heard testimony from both the Landlord and Tenant regarding their concerns of unpaid rent and the reasons for the service of a Ten-Day Notice to End Tenancy for Unpaid

Rent. During the hearing, both parties agreed that they would consider negotiating terms for a Settlement Agreement.

Section 63 of the Act allows an Arbitrator to 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 and/or an Order. Accordingly, I assisted the parties to resolve this dispute by helping to craft the following Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Landlord's Application.

1. The Tenant agreed to make the following payments to the Landlord to compensate for all unpaid rental arrears:
 - a. On or before June 30, 2018, pay the Landlord \$806.00.
 - b. On or before July 31, 2018, pay the Landlord \$806.00
 - c. On or before August 31, 2018, pay the Landlord \$801.79.
2. The Tenant agreed to make arrangements with the Ministry of Social Development (or the appropriate Ministry) to authorize direct payments to the Landlord for the monthly rent of \$466.00, with the first payment to begin on September 30, 2018.
3. The Tenant agreed to provide confirmation, by July 31, 2018, that they have made arrangements with the Ministry for direct payment of rent to the Landlord.
4. The Landlord will be issued an Order of Possession for the rental unit for August 31, 2018. If any of the above terms are not met by the Tenant, the Landlord may serve the Order of Possession to the Tenant and the tenancy would end on August 31, 2018. The Landlord also has the option of issuing a Ten-Day Notice to End Tenancy for Unpaid Rent if the Tenant fails to meet the above payment schedule (Term #1).
5. If the Tenant fulfills the agreement terms (Terms #1-3), the tenancy will continue until ended in accordance with the Act.
6. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Landlord's Application.

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 05, 2018

Residential Tenancy Branch