



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and the filing fee pursuant to sections 67 and 72 of the *Residential Tenancy Act*.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. The tenant was accompanied by her mother.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Background and Evidence

The background facts are generally undisputed. The tenancy started in October 2017. The monthly rent is \$800.00 payable on the first of each month. The tenant stated that she was unable to pay rent for June 2020 due to the Pandemic. The amount owed to the landlord was discussed and agreed upon by the parties. The tenant agreed that as of the date of this hearing she owed the landlord \$900.00 which consisted of unpaid rent for June 2020 plus the filing fee of \$100.00.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute on the following terms:

1. The tenant agreed that she owed the landlord \$900.00.
2. A monetary order in this amount will be granted to the landlord.
3. The parties agreed that payments towards the amount owed by the tenant to the landlord would be made by the tenant to the landlord, in 9 installments of \$100.00 each.
4. The landlord agreed to accept the amount of \$900.00 owed to him by the tenant in 9 installments of \$100.00 each.
5. The tenant agreed to pay the first installment of \$100.00 on October 01, 2020 and will pay subsequent installments of \$100.00 on the first of each month. The last installment of \$100.00 will be paid on June 01, 2021.
6. The tenant agreed that she understood that the landlord will serve her with a notice to end tenancy if she is non-compliant with the terms of this agreement.
7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive landlord – tenant relationship.
8. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

Pursuant to the terms of the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$900.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant would be wise to ensure that the payment amounts as decided upon during the hearing and recorded in the terms of this agreement are fully paid on the dates that they are due.

I find it timely to put the tenant on notice that, if she does not comply with the terms of this agreement and a notice to end tenancy is issued, the record of these events would form part of the landlord's case should it again come before an Arbitrator for consideration.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the landlord a monetary order for \$900.00.

The parties have agreed to a repayment schedule as per the above agreement.

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: August 20, 2020

Residential Tenancy Branch