



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Central Manor Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNR, RP**

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") and for repair orders.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The tenant confirmed that she continues to occupy the rental unit and seeks to continue the tenancy. As such, I determined it necessary and appropriate to proceed to resolve the dispute concerning the 10 Day Notice and I severed the tenant's request for repair orders pursuant to Rule 2.3 and Rule 6.2 of the Rules of Procedure which provide:

2.3 Related issues

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

6.2 What will be considered at a dispute resolution hearing

The hearing is limited to matters claimed on the application unless the arbitrator allows a party to amend the application. The arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3 [Related issues]. For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.

The tenant's request for repair orders was dismissed with leave to reapply.

After both parties had an opportunity to be heard, the tenant expressed a willingness to make a concession to avoid the risk of the tenancy ending and the landlord was willing to continue the tenancy conditional upon receiving the rent payment that was in dispute. I was able to facilitate a mutual agreement between the parties and I have recorded it 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 reached the following agreement with a view to continuing the tenancy and avoiding the risk of the tenancy ending at this time:

1. The tenant shall pay the landlord the balance of rent for the month of September 2020 in the amount of \$624.00 that the tenant claims to have placed in the landlord's mail slot at 1:10 a.m. on September 11, 2020 and the landlord claims to not have received.
2. The amount in term 1 above shall be paid by way of \$50.00 monthly instalments starting February 1, 2021 until such time the debt is paid in full. This instalment must be paid in addition to the tenant's regular monthly rent payment of \$1424.00 payable on the first day of every month and in addition to the \$50.00 monthly arrears payment the tenant is required to make to satisfy unpaid rent from the month of April 2020.
3. The tenant shall ensure her rent payments are delivered to the landlord on or before the first day of every month and the landlord shall provide the tenant with receipts for any cash payments.
4. The landlord is provided a Monetary Order in the amount of \$624.00 to ensure recovery of the unpaid rent for September 2020. Should the tenancy end before the debt is fully satisfied, the landlord may enforce the unsatisfied balance as a judgement against the tenant in Provincial Court.
5. The landlord is provided a conditional Order of Possession effective two (2) days after service upon the tenant. This Order of Possession may only be served and enforced if the tenant fails to make her rent and arrears payments on the first day of the month. Once the arrears are satisfied this Order of Possession becomes null and void.

For added certainty, the tenant is required to pay \$1424.00 plus \$50.00 for the April 2020 arrears payment (a sum of \$1474.00) on January 1, 2021 and starting on February 1, 2021 the tenant is obligated to pay \$1424.00 plus \$50.00 for the April 2020 arrears plus \$50.00 for the September 2020 arrears (a sum of \$1524.00) and every month thereafter until the arrears are satisfied. It is recognized that the last arrears payment will be a partial amount. It is also recognized that the monthly rent of \$1424.00 is subject to change or increase in accordance with the Act and any lawful rent increase.

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 the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during the hearing and I make the term(s) an Order of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with a Monetary Order in the amount of \$624.00 and a conditional Order of Possession effective two (2) days after service upon the tenant.

Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded in this decision. In recognition of the mutual agreement, I provide the landlord with a Monetary Order in the amount of \$624.00 and a conditional Order of Possession effective two (2) days after service upon the tenant.

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: December 09, 2020

Residential Tenancy Branch