



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Living
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, OPR, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on January 13, 2021 (the "Application"). The Landlord applied as follows:

- For an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent
- To recover unpaid rent
- To keep the security deposit
- For reimbursement for the filing fee

The Agent for the Landlord appeared at the hearing. The Tenant appeared at the hearing. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the "Rules"). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord's evidence and the Tenant confirmed receipt of these.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started April 01, 2018. The parties agreed rent is currently \$1,537.49 per month due on the first day of each month.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily.

I note that the settlement agreement relates to “affected rent” as that term is defined in the *Covid-19 (Residential Tenancy Act and Manufactured Home Park Tenancy Act) (No. 3) Regulation* (the “*Regulation*”). Given this, I told the parties the agreement had to comply with the *Regulation* which states in part the following:

Terms of repayment plan

4 (1) The following are terms of each repayment plan:

- (a) the repayment period starts on the date the repayment plan is given by the landlord to the tenant and ends on July 10, 2021;
- (b) the payment of the overdue rent must be in equal instalments;
- (c) each instalment must be paid on the same date that rent is due under the tenancy agreement;
- (d) the date the first instalment must be paid must be at least 30 days after the date the repayment plan is given by the landlord to the tenant.

(2) A repayment plan must be in writing and include all of the following:

- (a) the date the repayment period starts as determined under subsection (1) (a);

- (b) the total amount of the affected rent that is overdue;
- (c) the date on which each instalment must be paid;
- (d) the amount that must be paid in each instalment...

Amendments of terms of repayment plan

5 The landlord and tenant may agree in writing to amend the terms of a repayment plan but only as follows:

- (a) to extend the repayment period described in section 4 (1) (a);
- (b) to change the amount payable in each instalment if the amount payable in earlier instalments is less than the amount payable in later instalments;
- (c) to change the dates of instalments as long as the date of the first instalment is not earlier than the date the first instalment must be paid described in section 4 (1) (d).

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant currently owes the Landlord \$1,698.82 in rent arrears. The \$1,698.82 is “affected rent” as that term is defined in the *Regulations*.
2. The Tenant will pay the Landlord rent of \$1,537.49 per month by the first day of each month in accordance with the tenancy agreement. The next rent payment will be made May 01, 2021.
3. The Tenant will pay the Landlord for the rent arrears in installments of \$262.51 by the 20th day of each month until the \$1,698.82 is paid. The next payment for rent arrears will be made May 20, 2021.
4. The Tenant will pay the Landlord \$100.00 as reimbursement for the filing fee by July 20, 2021.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

For clarity, the above represents a repayment plan as described in the *Regulations*. The repayment plan is considered to have been given to the Tenant by the Landlord as of the date of this decision. Therefore, the repayment plan starts April 13, 2021, the date of this decision. The repayment plan will not end July 10, 2021 as stated in the *Regulations*. The repayment plan will end November 20, 2021 given that the settlement agreement will result in the following payments:

- May 20, 2021: \$262.51 (\$1,436.31 remaining to be paid)
- June 20, 2021: \$262.51 (\$1,173.80 remaining to be paid)
- July 20, 2021: \$262.51 (\$911.29 remaining to be paid)
- August 20, 2021: \$262.51 (\$648.78 remaining to be paid)
- September 20, 2021: \$262.51 (\$386.27 remaining to be paid)
- October 20, 2021: \$262.51 (\$123.76 remaining to be paid)
- November 20, 2021: \$123.76 (balance paid)

The Landlord is issued a Monetary Order for \$100.00. If the Tenant does not pay the Landlord \$100.00 in accordance with the settlement agreement set out above, this Order must be served on the Tenant. If the Tenant fails to comply with this Order, it 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 *Act*.

Dated: April 13, 2021

Residential Tenancy Branch