



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on May 28, 2020 seeking to recover amounts of unpaid rent and utilities. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on June 23, 2020. In the conference call hearing I explained the process and provided the attending parties the opportunity to ask questions.

The tenants, as the Respondent to the landlord’s Application, confirmed they received the evidence prepared by the landlord for this hearing. They did not provide documents for evidence. The hearing was an opportunity for each party to present oral testimony and make submissions.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for Damage or Compensation pursuant to section 67 of the *Act*?

Is the landlord entitled to retain the security deposit held, pursuant to section 38 of the *Act*?

Is the landlord entitled to recover the filing fee for their Application, pursuant to section 72 of the *Act*?

Background and Evidence

The landlord provided a copy of the tenancy agreement that each party signed on November 18, 2019. Rent in the amount of \$1,500.00 is to be paid on the 1st day of each month. The tenants paid \$750.00 security deposit amount on November 15, 2019, and a \$750.00 pet damage deposit on November 17, 2019. The tenancy started on December 1, 2019 and is a fixed term tenancy until November 31, 2020.

The landlord applied for recovery of unpaid rent and utilities. This is for April 2020 in the amount of \$1000.00; May 2020 in the amount of \$1,500.00; and unpaid utilities in May for \$109.26. By the time of the hearing, the April rent was paid on May 29, and there is no amount owing for that portion. The landlord amended their application to include rent for the month of June, at \$1,500.00. This brings the total amount of the landlord's claim for compensation to \$3,109.26.

At the time of the hearing, the tenant remains in the rental unit. The landlord did not issue a notice to end tenancy. In the hearing, the landlord states they "just applied to collect rent and utilities." On April 9, 2020, the landlord gave a written notice to the tenants giving information on current COVID-19 benefits that may be available to the tenants as supplements to income. The letter states: "When the state [of] emergency is lifted and if the rent has not been paid in full, you may face eviction." The landlord gave another notice containing this information on April 29, 2020.

In the hearing the tenants summarized their difficult situation with a recently lowered income, and that they were paying rent from their savings. By the time the landlord applied for this hearing on May 28, 2020 the tenants had acknowledged unpaid rent; however, they put a hold on further measures until they understood what this hearing is about.

Settlement Agreement

The parties reached a full and final agreement in the hearing that the tenants would make payments for the upcoming months through deferred payments. The tenants made this offer on their own, in consideration of both parties' needs and obligations in this matter.

The specific points are:

- the tenants provide the full amount of May rent (\$1,500.00) and May utilities (\$109.26) by mid-June – as stated in the hearing, this payment will go through as soon as possible;
- the tenants pay the full amount of June rent (\$1,500.00) by July 1, 2020;
- the tenants pay the full amount of July rent by August 1, 2020;
- the tenants pay the full amount of August rent by September 1, 2020;
- the tenants pay the full amount of September rent by September 1, 2020.

They confirmed this agreement is made on a voluntary basis and with the understanding of the nature of this full and final settlement on this matter.

I accept and record the settlement agreement reached by the parties during the hearing. I make a monetary Order for the total monetary amount to the landlord for the specific amount they applied for. This includes the amendment for the addition of the month of June 2020.

The parties reached this settlement agreement in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as the 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.

Given the parties reached an agreement on this matter, I do not make an award for the recovery of the Application filing fee.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the landlord with a monetary order to serve and enforce upon the tenants, if necessary.

If the tenants fail to comply with the terms of payment as set out within this agreement, the landlord may enforce the monetary order in the Small Claims Court division of the Provincial Court of British Columbia.

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 29, 2020

Residential Tenancy Branch