



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR OPC MNR MNSD MNDC FF  
                                 MT CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the Landlord and the Tenants.

The Landlord filed on June 27, 2014, to obtain Orders of Possession for cause and for unpaid rent; and to obtain a Monetary Order for: unpaid rent or utilities; money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep all or part of the security and or pet deposit; and to recover the cost of the filing fee from the Tenants for this application.

The Tenants filed on June 9, 2014, and amended their application on seeking more time to cancel a Notice to end tenancy and to obtain an Order to cancel a Notice to end tenancy issued for unpaid rent.

The Tenants, as listed on both applications for Dispute Resolution, were represented by the Tenant, S.M., who affirmed she was representing both Tenants. Therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa.

The Landlord, as named on both applications, was represented by his wife (female Landlord), his daughter (Translator) and his Agent, S.A. (Agent). During the course of this proceeding the female Landlord affirmed that their Agent had been given full authority to act on their behalf. The Agent provided the majority of the testimony on behalf of the Landlord, which is referred to as the Landlord's submission below. Therefore, for the remainder of this decision, terms or references to the Landlord importing the singular shall include the plural and vice versa.

The parties appeared at the scheduled teleconference hearing and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

On a procedural note the Landlord's Agent signed into this proceeding three minutes late (9:03 a.m.), the female Landlord signed in 5 minutes late (9:05 a.m.), disconnected at 9:24 a.m. and reconnected at 9:25 a.m.; and the Translator (Landlords' daughter) signed in nine minutes late (9:09 a.m.). I instructed the Agent that she needs to ensure that she and her clients sign in to *Residential Tenancy Branch* proceedings two minutes prior to the start time of all future hearings to prevent disruptions to the proceedings.

#### Issue(s) to be Decided

Have the parties agreed to settle these matters?

#### Background and Evidence

It was undisputed that the parties executed a written month to month tenancy agreement that commenced on December 1, 2013. The Tenants are required to pay rent of \$750.00 on the first of each month and on December 1, 2013 the Tenants paid \$375.00 as the security deposit. The Tenants were served a 10 Day Notice for \$750.00 of unpaid rent on June 3, 2014, and since that date have made the following payments towards the outstanding rent and towards July 1, 2014 rent:

June 3, 2014 outstanding rent on 10 Day Notice	\$750.00
June 16, 2014 Tenant payment	-375.00
June 25, 2014 Tenant payment	-375.00
June 25, 2014 a second payment from Tenant	-375.00
July 1, 2014 rent payment due	<u>750.00</u>
<b>Balance owing as of July 31, 2014 Hearing</b>	<b>\$375.00</b>

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may 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 or an order.

During the proceeding, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute upon the following terms:

- 1) Both applications for Dispute Resolution are withdrawn in favour of this settlement agreement;
- 2) The Tenant agrees to pay the Landlords \$375.00 on July 31, 2014 as payment for the past due amount owing;
- 3) The Landlord agrees to check their mail box on July 31, 2014, to determine if there are two cheques of \$375.00 from Income Assistance that will be put towards August 1, 2014 rent;
- 4) If there is only 1 cheque received from Income Assistance for rent on behalf of S. M, then the Tenant agrees to pay the Landlord the additional \$375.00 owing for rent no later than August 1, 2014; and
- 5) The parties mutually agreed that if the outstanding \$375.00 is paid by July 31, 2014; and \$750.00 is paid by August 1, 2014 (either by two income assistance cheques or by 1 income assistance cheque plus a separate payment of \$375.00) then the tenancy will continue until August 31, 2014, at which time the tenancy will end by mutual agreement and the Tenants will vacate the unit.

In support of this mutual agreement the Landlord will be issued an Order of Possession effective August 31, 2014, and a Conditional Order of Possession effective 2 Days upon service.

The Conditional Order of Possession is not in force or effect unless the Tenant fails to make payments in accordance with the settlement agreement listed above.

### Conclusion

The Landlord has been granted an Order of Possession effective **August 31, 2014, after service upon the Tenants**. In the event that the Tenants do not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Landlord has been granted a Conditional Order of Possession effective **Two (2) Days after service upon the Tenants**. This Order is not in force or effect unless the terms of the Settlement agreement are not met, as noted above.

The Landlord has been awarded a Monetary Order for **\$375.00** which is the outstanding amount owing as of July 2014. This Order is legally binding and must be served upon the Tenant, in the event the amount remains unpaid. If the Landlord suffers additional losses as a result of this tenancy, they are at liberty to reapply to recover those losses.

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: July 31, 2014

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Residential Tenancy Branch

