



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR; CNR, MNDC, OLC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 4, 2016 ("10 Day Notice"), pursuant to section 46;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, DL ("landlord") and the tenant, CB ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she had authority to speak on behalf of the landlord company named in both applications as an agent at this hearing. The tenant confirmed that she had authority to speak on behalf of "tenant NN," the other tenant named in the tenants' application, as an agent at this hearing. This hearing lasted approximately 33 minutes in order to allow both parties to fully negotiate a settlement of this matter.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

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 hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will continue as per the terms of the written tenancy agreement and that the landlord's 10 Day Notice, dated July 4, 2016, is cancelled;
2. The tenants agreed to pay the landlord a total of \$1,028.42 for July 2016 rent and parking fees by 4:00 p.m. on August 29, 2016;
 - a. The landlord agreed to receive a cheque from the tenants for the above payment at the landlord's building;
3. The landlord agreed that no late fees are due or payable by the tenants for this tenancy up to August 31, 2016;
4. Both parties discussed methods to pay rent and the landlord agreed to accept rent cheques from the tenants for this tenancy, which can be sent to the landlord's building by mail or in person;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing, with the exception of the tenants' application to recover the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. Both parties confirmed that they agreed and understood that this settlement was binding on the parties that they were acting as agents for at this hearing.

The parties were unable to agree on the tenants' application for the \$100.00 filing fee and asked that I make the decision. As this matter settled between the parties and I was not required to hold a full hearing and make a decision on the merits, I find that the tenants are not entitled to recover the \$100.00 filing fee from the landlord.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,028.42. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) do not abide by condition #2 of the above agreement. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible after the tenant(s) do not abide by condition #2 of the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenants' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The landlord's 10 Day Notice, dated July 4, 2016, is cancelled and of no force or effect.

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 29, 2016

Residential Tenancy Branch