



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE FORT NELSON REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, O, FF; MT, CNR, OLC

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- other unspecified remedies; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- more time to make an application to cancel the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated August 9, 2016 ("10 Day Notice"), pursuant to section 66;
- cancellation of the landlords' 10 Day Notice, pursuant to section 46; and
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62.

The landlords' two agents, SH and KH (collectively "landlords") and the 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. Both landlords confirmed that they had authority to speak on behalf of the landlord company named in this application at this hearing. This hearing lasted approximately 18 minutes in order to allow both parties to fully negotiate a settlement of this matter.

### 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, with the exception of the landlords' filing fee application.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, with the exception of the landlords' filing fee application:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on October 24, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
2. The tenant agreed to pay the landlords a total of \$200.00 by October 20, 2016;
  - a. The landlords agreed that the above payment satisfies any outstanding rent owed for this tenancy from October 1 to 24, 2016;
3. Both parties agreed to deal with the security deposit at the end of this tenancy in accordance with section 38 of the *Act*; and
4. 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 landlords' filing fee application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, with the exception of the landlords' filing fee application. 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, except for the landlords' filing fee application.

The landlords confirmed that they agreed and understood that they were making this settlement on behalf of the landlord company named in this application and that this agreement is binding upon it as well.

The parties were unable to reach a settlement on the landlords' application to recover their \$100.00 filing fee. The filing fee is a discretionary award usually given to a party who is successful after a full hearing on its merits. As this matter settled and I was not required to render a decision after a full hearing on its merits, I find that the landlords are not entitled to recover the \$100.00 filing fee from the tenant.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 24, 2016. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 24, 2016. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 landlords' favour in the amount of \$200.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by condition #2 of the above agreement. The landlords are 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 does not abide by condition #2 of the above agreement. Should the tenant 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 landlords' 10 Day Notice, dated August 9, 2016, is cancelled and of no force or effect.

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

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: October 18, 2016

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Residential Tenancy Branch

