



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1963 INVESTMENTS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, MNSD, FF

### 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 and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 2, 2016 ("10 Day Notice"), pursuant to section 46.

"Landlord DC" and the "landlord company's agent," AS (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. The landlord company's agent confirmed that he was the owner and director of the "landlord company" named in this application and the owner of the rental unit. Landlord DC confirmed that he was the property manager for the landlord company. Both landlords confirmed that they had authority to speak on behalf of the landlord company at this hearing. This hearing lasted approximately 58 minutes in order to allow both parties to fully engage in settlement negotiations.

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.

The tenant confirmed receipt of the landlords' 10 Day Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlords' 10 Day Notice.

### 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, 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. The tenant agreed to pay the landlords a total of \$375.00 by November 4, 2016;
  - a. The landlords agreed that the above payment satisfies all outstanding rent owed by the tenant for this tenancy from September 1, 2016 until November 15, 2016;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on November 15, 2016, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #1 of the above settlement. In that event, the landlords' 10 Day Notice, dated September 2, 2016, is cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenant does not abide by condition #1 of the above settlement;
4. Both parties agreed that the landlords will retain the tenant's entire security deposit of \$325.00;
5. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two (2) day Order of Possession to be used by the landlords **only** if the tenant does not abide by conditions #1 or #2 of the above settlement. 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 does not abide by conditions #1 or #2 of the above settlement. 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 the event that the tenant abides by condition #1 of the above settlement, I find that the landlords' 10 Day Notice, dated September 2, 2016, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on November 15, 2016.

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 \$375.00. 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 #1 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 #1 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.

I order the landlords to retain the tenant's entire security deposit of \$325.00.

The landlords must bear the cost of the \$100.00 filing fee paid for their application.

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: November 01, 2016

---

Residential Tenancy Branch