



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Deville Holdings Group
Corp. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order to cancel the 10 Day Notice to End Tenancy for Unpaid Rent dated October 5, 2020, and for an Order for the Landlord to Comply with the Act or tenancy agreement.

Two agents for the Tenant, P.B. and T.R. ("Agents"), and an advocate for the Landlord, G.W. ("Advocate"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Advocate said the Landlord had received the Application and the documentary evidence from the Tenant and had reviewed it prior to the hearing. The Advocate also confirmed that the Landlord had not submitted any documentary evidence to the RTB or to the Tenant.

Preliminary and Procedural Matters

The Parties provided or confirmed their email addresses at the outset of the hearing, and they confirmed their understanding that the Decision would be emailed to both Parties.

During the course of the hearing, the Advocate confirmed for the Agents that the key contact person for the Landlord is the agent, D.L., whose address and telephone number the Advocate gave to the Agents. The Advocate confirmed that any rent cheques should be made out to the Landlord and given to D.L. for deposit in the Landlord's account.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree to mutually withdraw the 10 Day Notice dated October 5, 2020.
2. The Tenant agrees to pay the outstanding rent in full of \$30,800.00 by January 20, 2021, or the Landlord will apply for an Order of Possession based on this Settlement Agreement.
3. The Parties agree that the Landlord may seek an Order of Possession from the Residential Tenancy Branch, based on this Settlement Agreement, if the Tenant has not paid the outstanding rent in full by 5:00 p.m. (Pacific Time), January 20, 2020, at the latest.
4. The Tenant withdraws their Application in full as part of this mutually agreed settlement.
5. The Parties agree that the tenancy shall continue until ended in accordance with the Act.
6. The Parties agree that they entered into this Agreement completely voluntarily.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion, and that this Agreement was made on a voluntary basis. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid rent dated October 5, 2020 is cancelled and is of no force or effect.

In addition, in support of the Settlement described above, and with agreement of both Parties, if the Tenant does not pay rent outstanding in full by January 20, 2020 by 5:00 p.m., the Landlord may apply to the RTB for an Order of Possession of the rental unit.

I Order the Parties to comply with their Settlement Agreement described above.
The tenancy shall continue until ended in accordance with the Act.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 15, 2020

Residential Tenancy Branch