



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 CNC CNL FF

Preliminary Issues

During a separate hearing held earlier on October 15, 2014, the Tenant testified that she resides in the cottage/trailer under a separate tenancy than the tenancy for the Tenants who occupy the house. The Tenant confirmed that she had knowledge that the Agent was acting on behalf of the Landlord.

The Landlord's Agent did not have information pertaining to whether these were separate tenancies or one tenancy.

Based on the above, I amended the Tenant's application to include the Landlord's Agent's name and I found there were two separate tenancies and heard the matters separately during the 9:30 a.m. hearing held on October 15, 2014. The matters pertaining to the applicant's tenancy is recorded below; pursuant to section 64 of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on August 08, 2014, to cancel Notices to end tenancy issued for cause and for landlord's use of the property; and to recover the cost of the filing fee from the Landlord for this application.

The hearing was conducted via teleconference and was attended by the Landlord's Agent and the Tenant. The parties gave affirmed testimony and confirmed receipt of evidence served by the Landlord.

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

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The Tenant testified that she has occupied the cottage/trailer since approximately August 1994 and had entered into a written tenancy agreement with the previous owner. The current owner took over the property approximately 2 ½ years prior to this hearing. The Tenant stated that she is required to pay rent of \$500.00 on the first of each month. No testimony was proved regarding whether a security deposit was paid to the previous owner.

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

- 1) The Landlord's Agent agreed to withdraw their application for disputes resolution;
- 2) The Tenant agreed to withdraw their application for disputes resolution;
- 3) The Tenant agreed to send **\$1,500.00** (3 x \$500.00) to the Landlord's Agent by registered mail no later than Thursday October 16, 2014. This payment constitutes full payment of the outstanding rent up to October 31, 2014.
- 4) The parties agreed that if payment is sent as agreed the tenancy will be reinstated and will continue until such time that it is ended in accordance with the Act.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

In support of the settlement agreement, the Landlord has been issued a conditional Order of Possession and a Monetary Order for **\$1,500.00**. In the event the Tenant does not pay the \$1,500.00 rent in accordance with the above listed agreement, the tenancy will end and the Landlord may serve the Tenants the Order of Possession and the Monetary Order. If payment is made in accordance with the settlement agreement the Order of Possession and the Monetary Order will become void 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: October 15, 2014

Residential Tenancy Branch

