



# 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      OPR OPC MNSD MNR MNDC FF

### Preliminary Issues

Section 58 of the Act provides that a landlord may make an application for dispute resolution in relation to a tenancy agreement. The Act does not provide that a landlord may file one application for multiple tenancy agreements or multiple rental units. That being said, the *Residential Tenancy Branch Rules of Procedure # 2.10* provides that an applicant may file joiner applications and pay a reduced fee for each subsequent application.

Upon review of the Landlord's application and the named respondents the Tenant and her Agent argued that they had two separate tenancy agreements for the separate rental units. The Tenant Agent stated that she resides in the cottage/trailer and the two Tenants reside in the house at this address. The Landlord's Agent did not have information pertaining to whether these were separate tenancies but did confirm that the current owner purchased the property approximately 2 to 3 years ago.

Based on the above, I find the Landlord's application cannot proceed against all three named Respondents. The Landlord's Agent was given the opportunity to choose which tenancy/tenant(s) they wished to proceed with during this hearing and she chose the matter involving G.D. and S.D. Accordingly, the claim against D.L. was dismissed from this application.

At the completion of this hearing I identified that D.L. was the applicant for the hearing that was scheduled for my hearing immediately following this hearing. The parties agreed to continue the proceedings without having to hang up and call back in at 10:30. Those matters are recorded in a separate Decision.

### Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed on September 24, 2014, seeking an Order of Possession for unpaid rent or utilities, an Order of Possession for Cause, and a Monetary Order for: unpaid

rent or utilities; to keep all of the security deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Tenants for this application.

The Tenants filed on August 8, 2014, seeking an Order to cancel the Notices to end tenancy for unpaid rent and cause, and to recover of the cost of the filing fee from the Landlord for their application.

The hearing was conducted via teleconference and was attended by the Landlord, their Agent, one Tenant, S.D. and the Tenants' Agent. 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, respond to each other's testimony, and to provide closing remarks. 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 they have occupied the house since approximately April 2000 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 they are required to pay rent of \$1,050.00 on the first of each month and that they had paid a security deposit of \$500.00 at the start of their tenancy.

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 dispute resolution;
- 2) The Tenants agreed to withdraw their application for dispute resolution;
- 3) The Tenant agreed to send **\$3,150.00** (3 x \$1,050.00) 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 this tenancy will be reinstated and will continue until such time that it is end in accordance with the Act.

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

### 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 **\$3,150.00**. In the event the Tenants do not pay the \$3,150.00 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

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Residential Tenancy Branch

