



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WILSON ROA PROFESSIONAL CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the 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, regulation or tenancy agreement pursuant to section 67;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72; and
- an "other" remedy.

Both tenants and the landlord's agent appeared. The landlord's agent is the property manager for the rental unit. The tenant SA telephoned into the hearing from outdoors. The tenant AR instructed the tenant SA to disconnect from the hearing as the background noise from her cellular telephone was interfering with the conduct of the hearing.

The landlord's agent testified that he personally served the tenant SA with the dispute resolution package on 5 November 2014. The tenants received the dispute resolution package. On the basis of this evidence, I am satisfied that the tenants were served with dispute resolution package pursuant to section 89 of the Act.

In the course of the hearing the landlord's agent and the tenant AR were able to negotiate a settlement. The landlord and tenants agreed to a series of conditions.

### Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its applications.
2. The landlord agreed to withdraw the 10 Day Notice.
3. The tenants agreed that, on or before 12 December 2014, the tenants will pay to the landlord \$3,200.00 in outstanding rent for October, November and December.
4. If the tenants do not pay \$3,200.00 to the landlord on or before 12 December 2014, they will vacate the unit on or before 1pm on 13 December 2014.

The parties both stated that they understood these terms and agreed that these particulars comprise the full and final settlement of all aspects of the landlord's application for both parties.

### Conclusion

The landlord's application is withdrawn. The landlord's 10 Day Notice is cancelled. The tenancy will continue in accordance with the terms of this agreement.

The monetary order is to be used if the tenant does not pay \$3,200.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The attached order of possession is to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord may serve the tenant with

this order and the tenancy will end. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: December 10, 2014

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Residential Tenancy Branch

