



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTY LTD  
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* ("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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, NB ("landlord") 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 confirmed that he is the building manager for this rental property and that he had authority to represent the landlord company named in this application as an agent at this hearing. This hearing lasted approximately 37 minutes in order to allow both parties to fully negotiate a settlement of this application.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the Act, I find that the tenant was duly served with the landlord's Application.

The tenant confirmed receipt of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated August 31, 2016 ("10 Day Notice"). In accordance with sections 88 and 90 of the Act, I find that the tenant was duly served with the landlord's 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 landlord a total of \$425.00 for rent for the period from July 1 to October 31, 2016, according to the following schedule:
  - a. \$300.00 by November 1, 2016;
  - b. \$125.00 by November 23, 2016;
2. The tenant agreed to pay the landlord a total of \$355.00 for rent for the period from November 1 to 30, 2016, by November 1, 2016;
3. Both parties agreed that this tenancy will continue in the event that the tenant abides by conditions #1(a) and #1(b) and #2 of the above monetary settlement. In that event, the landlord agreed to withdraw the 10 Day Notice, dated August 31, 2016;
4. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2016, by which time the tenant and any other occupants will have vacated the rental unit, only if the tenant does not abide by conditions #1(a) or #1(b) or #2 of the above monetary settlement;
5. The tenant agreed that he will ensure that his guests at the rental unit abide by the landlord's building policies, the tenant's tenancy agreement and the *Act*, and
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application 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.

As this matter settled between the parties and I was not required to make a decision on the merits of the landlord's application, I find that the landlord is not entitled to recover the \$100.00 filing fee from the tenant.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to abide by conditions #1(a) or #1(b) or #2 of the above settlement **and** if the tenant and any other occupants on the premises fail to vacate the rental premises by 1:00 p.m. on November 30, 2016. The tenant must be served with this Order in the event that the tenant does not abide by conditions #1(a) or #1(b) or #2 of the above settlement **and** the tenant and any other occupants do not vacate the premises by 1:00 p.m. on November 30, 2016. 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 conditions #1(a) and #1(b) and #2 of the above settlement, I find that the landlord's 10 Day Notice, dated August 31, 2016, is cancelled and of no force or effect. In that event, this tenancy continues under the terms of the tenancy agreement, until it is ended in accordance with the *Act*.

In order to implement the above settlement between the parties, I issue a monetary Order in the landlord's favour in the amount of \$780.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not pay the landlord \$780.00 as per the above agreement. The tenant must be served with a copy of this Order as soon as possible after the tenant does not pay the landlord \$780.00 as per 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.

The landlord must bear the cost of the \$100.00 filing fee paid for this 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

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Residential Tenancy Branch

