



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHESHIRE HOMES SOCIETY OF BC
BAYSIDE PROPERTY SERVICES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55.

"Landlord KL," "landlord MR" and "landlord KO" (collectively "landlords") and "tenant KB" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Landlord KL confirmed that she was the director of client services and landlord MR confirmed that he was the executive director, and that both had authority to speak on behalf of the landlord company "CHSBC" at this hearing. Landlord KO confirmed that she was the property manager and had authority to speak on behalf of the landlord company "BPSL" at this hearing. Tenant KB confirmed that she worked for the tenant company "PGT" and that she had authority to speak on behalf of "tenant JM" at this hearing (collectively "tenants"). This hearing lasted approximately 62 minutes in order to allow both parties to fully negotiate a settlement of this claim.

Tenant KB confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that all tenants were duly served with the landlords' application.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords' application to add the two landlord companies, CHSBC and BPSL, as landlords-applicants and to add the name of the tenant company PGT as a tenant-respondent. All parties consented to the above amendments.

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.

All parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. All parties agreed that this tenancy will continue on the terms of the original written tenancy agreement between BPSL, CHSBC and tenant JM;
2. All parties agreed that the PGT will pay rent directly to CHSBC on behalf of tenant JM for the period from August 2016 and for the remainder of this tenancy, until the parties reach a new agreement;
3. All parties agreed that CHSBC will pay BPSL the rent collected from the PGT on behalf of tenant JM for this tenancy;
4. All parties agreed that the monthly rent for this rental unit from August 2016 and for the remainder of this tenancy is the market rent of \$1,213.00, until the rent is legally changed in accordance with the *Act* or the parties agree otherwise;
5. CHSBC agreed to provide the PGT with an accounting for the amount of rent owed for tenant JM retroactively for the period from August to December 2016 and the PGT agreed to pay the rent owed during this period to CHSBC on behalf of tenant JM for this tenancy;
6. The landlords agreed that all their notices to end tenancy issued to date for this tenancy, are cancelled and of no force or effect;
7. The landlords agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. All parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. All parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

All parties affirmed that they understood and agreed that this settlement was binding upon all parties named in this application, including the companies, and that the individuals were authorized to settle this matter as agents for the companies.

Conclusion

This tenancy continues on the terms of the original written tenancy agreement until it is ended in accordance with the *Act*.

All of the landlords' notices to end tenancy issued to date for this tenancy, are cancelled 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: December 13, 2016

Residential Tenancy Branch