



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1079450 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF; CNR

Introduction

This hearing dealt with the landlords' 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, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 25, 2016 ("10 Day Notice"), pursuant to section 46.

One of the three landlords, landlord JG ("landlord") and the tenant's agent, PY ("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 individual landlord and the landlord company provided a written authorization, dated October 7, 2016, confirming that their agent JG had authority to speak on their behalf. The landlord also verbally confirmed that he had authority to represent both the individual landlord and the landlord company named in this application at this hearing (collectively "landlords"). The tenant's agent verbally confirmed that he had authority to speak on behalf of the tenant named in this application at this hearing. This hearing lasted approximately 36 minutes in order to allow both parties to fully negotiate a settlement of this matter.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

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 with respect to this entire tenancy:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that the landlords' 10 Day Notice, dated October 25, 2016, was cancelled and of no force or effect;
3. Both parties agreed that the tenant will pay the landlords a total of \$2,625.00 for unpaid rent and the landlords accept this amount in full satisfaction of all outstanding rent owed for this entire tenancy from July 15, 2016 to January 31, 2017;
4. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Both parties affirmed that they understood and agreed that this settlement was legally binding on both parties named in this application, as they were acting as agents at this hearing.

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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 31, 2017. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 31, 2017. 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 order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$2,625.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to abide by condition #3 of the above agreement. The tenant must be served with a copy of this Order in the event that the tenant fails to abide by condition #3 of 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 landlords' 10 Day Notice, dated October 25, 2016, is cancelled and of no force or effect.

The landlords must bear the cost of the \$100.00 filing fee paid for their 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: December 16, 2016

Residential Tenancy Branch