



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUNSTAR REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR FF

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on November 21, 2016. The Landlord filed seeking an Order of Possession for unpaid rent and a Monetary Order for unpaid rent and to recover the cost of the filing fee.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant and each gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process; however, each declined and acknowledged that they understood how the conference would proceed.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. Following is a summary of those submissions 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?  
If so, what are the terms of that settlement agreement?

### Background and Evidence

I heard that the Tenant had occupied the rental unit since June 1, 2014 based on a tenancy agreement he entered into with a former manager. The Tenant entered into a subsequent fixed term tenancy agreement with the current management company that began on June 1, 2014. Rent of \$1,331.25 was payable on the first of each month and the Tenant paid \$650.00 as the security deposit on June 1, 2014.

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 and achieved a resolution of their dispute on the following terms:

- 1) The Landlord agreed to withdraw their application for Dispute Resolution in favour of this settlement;
- 2) The parties mutually agreed to end this tenancy effective February 28, 2017 at 1:00 p.m.;
- 3) The Tenant agreed to pay the Landlord **\$2,662.50**, as payment for use and occupancy of the rental unit for January 2017 and February 2017;
- 4) The Tenant's \$2,662.50 payment must be received by the Landlord no later than 5:00 p.m. on January 20, 2017 and must be submitted in the form of either cash; bank draft; or money order;
- 5) Each person acknowledged their understanding that this settled Decision resolves the matters contained in the Landlord's application and that no findings were made on the merits of the said application for dispute resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

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

Each party confirmed their understanding that the Landlord would be issued two Orders of Possession and a Monetary Order in support of the settlement agreement. The first Order would be effective February 28, 2017 at 1:00 p.m.

The second Order of Possession would be conditional based on the Tenant's fulfilment of the terms of the settlement agreement. The conditional Order would be effective upon two days after service to the Tenant only in the event the Tenant failed to pay the Landlord the \$2,662.50 as per the terms of the agreement outlined above. If the Tenant complied with the settlement agreement ensuring the Landlord received the \$2,662.50 as described above, the conditional Order of Possession would be void and of no force or effect. Either Order of Possession may be enforced in Supreme Court after service upon the Tenant.

The Landlord has been issued a Monetary Order in the amount of **\$2,662.50** which may be enforced through Small Claims Court upon service to the Tenant.

Conclusion

The parties agreed to settle these matters pursuant to section 63 of the *Act*. The Landlord has been issued Orders of Possession and a Monetary Order as described above.

This decision is final, legally binding, and 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: January 09, 2017

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Residential Tenancy Branch