



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TURNER MEAKIN MANAGEMENT
WINGOLD CONSTRUCTION LTD.

DECISION

Dispute Codes OPR, OPC, MNR, MNSD, FF; CNR, CNC

Introduction

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

- an order of possession for unpaid rent and for cause, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 3, 2017 ("10 Day Notice"), pursuant to section 46; and
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated February 3, 2017 ("1 Month Notice"), pursuant to section 47.

The landlords' two agents, "landlord SK" and "landlord EB," and the tenant and her law student advocate 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 SK confirmed that she was the property manager and landlord EB confirmed that she is the receptionist and that both had authority to speak on behalf of both landlord companies named in this application, as agents at this hearing (collectively "landlords"). The tenant confirmed that her law student advocate had permission to speak on her behalf at this hearing. This hearing lasted approximately 64 minutes in order to allow both parties to negotiate a full settlement of both applications.

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.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the tenant's first name and to correct the legal name of the landlord management company. The landlords raised no objection to these amendment requests by the tenant.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlords' application on March 22, 2017 at 9:30 a.m. The tenant confirmed that she received the landlords' application for that matter. Both parties agreed to settle the landlords' application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Settlement Terms

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 and orders. 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. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 10 Day Notice, dated February 3, 2017 and 1 Month Notice, dated February 3, 2017 were cancelled and of no force or effect;
3. Both parties agreed that the tenant will pay the landlords a total of \$1,543.00, which includes February and March 2017 rent as well as a \$25.00 late fee, according to the following terms:
 - a. The landlords will retain the tenant's security deposit of \$360.00;
 - b. The tenant will pay the landlords the balance of \$1,183.00 by 1:00 p.m. on March 31, 2017 by way of a money order;
4. Both parties agreed to meet at the rental unit at 1:00 p.m. on March 31, 2017;
5. The landlords agreed to re-activate the tenant's FOB access to the rental unit by March 9, 2017;
6. The tenant agreed to pay the landlords \$15.00 for a new mail key and the landlords agreed to provide a new mail key to the tenant upon receipt of payment;

7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application scheduled for a future hearing at 9:30 a.m. on March 22, 2017, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
8. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
9. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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

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 March 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 March 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 \$1,183.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant fails to pay the landlords \$1,183.00 as per condition #3(b) above. The landlords claimed that they did not want a monetary order for the additional \$15.00 in condition #6 of the above settlement. The tenant must be served with a copy of this Order in the event that the tenant fails to pay the landlords \$1,183.00 as per condition #3(b) above. 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.

I order the landlords to retain the tenant's security deposit of \$360.00.

The landlords' application, scheduled for a future hearing on March 22, 2017 at 9:30 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlords must bear the cost of the \$100.00 filing fee paid for that application.

The landlords' 10 Day Notice, dated February 3, 2017 and the landlords' 1 Month Notice, dated February 3, 2017, 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: March 16, 2017

Residential Tenancy Branch