



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE PROPERTY MANAGEMENT and VANCOUVER
EVICTON SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlords' Application: OPR, MNR, MNSD, MNDC, FF
Tenant's Application: CNR

Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the "Act").

The landlords are seeking an order of possession for unpaid rent; a monetary order for unpaid rent; a monetary order for return of the security deposit; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and recovery of the filing fee paid for their Application from the tenant (the "Landlords' Application").

The tenant is seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") (the "Tenant's Application").

The landlords' agent (the "landlord") and the tenant appeared at the teleconference hearing and gave affirmed testimony.

Preliminary and Procedural Matters

The landlords issued two 10 Day Notices which are both disputed by the tenant. At the start of the hearing the landlord withdrew the first 10 Day Notice issued on March 10, 2017, with the tenant's consent. Therefore, only the 10 Day Notice issued on March 15, 2017 is considered at this hearing.

At the start of the hearing the landlord indicated that their claim for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement relates to unpaid rent for the month of April 2017.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. The landlords agree to withdraw the 10 Day Notice issued on March 15, 2017;
2. The tenant agrees to vacate the rental unit by April 30, 2017 at 1:00 p.m.;
3. The parties agree that the landlords will be granted an order of possession effective April 30, 2017 at 1:00 p.m.;
4. The tenant agrees to pay the landlords the amount of \$5,200.00;
5. The landlords will apply the tenant's security deposit in the amount of \$650.00 against the amount owed by the tenant set out in #4 above;
6. Subject to #4 and #5 above, the parties agree that the tenant will pay the outstanding balance owing of \$4,550.00 to the landlords at the rate of \$50.00 each month, payable on the 20th day of each month starting May 20, 2017;
7. The parties agree that this settlement agreement constitutes a final and binding resolution of the landlords' and tenant's applications at this hearing.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and the parties understood the nature of this full and final settlement of all matters.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

Pursuant to section 55, I grant an Order of Possession to the landlord **effective April 30, 2017 at 1:00 p.m.**, subject to the tenant being served with this Order. 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.

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: April 18, 2017

Residential Tenancy Branch