



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, O; OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with one tenant's, tenant MS ("tenant"), application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent, dated March 17, 2017 ("10 Day Notice"), pursuant to section 46; and
- other unspecified remedies.

This hearing also dealt with the landlords' application against both tenants, pursuant to the *Act* for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38;
- authorization to recover the filing fee for their application, pursuant to section 72.

"Tenant SS" did not attend this hearing, which lasted approximately 49 minutes. The landlords' agent, SA ("landlord") and the 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 landlord confirmed that she had authority to speak on behalf of both landlords named in this application, as an agent at this hearing (collectively "landlords").

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlords' application on May 23, 2017 at 9:30 a.m. The tenant confirmed that he received the landlords' application. 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.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlords' application to correct the spelling of the tenant's surname, as the tenant provided the correct spelling during the hearing. I find no prejudice to either party in doing so, as it makes this decision and resulting orders enforceable against the correct tenant.

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 settlement is binding between the tenant and the landlords only, not tenant SS who vacated the rental unit a few years ago;
2. The tenant agreed to pay the landlords rental arrears of \$11,400.00 total for the period from December 1, 2016 to May 31, 2017 on the following terms:
 - a. The tenant will pay the landlords \$1,000.00 per week by way of e-transfer beginning on May 15, 2017, until the above arrears are paid off;
 - i. \$2,100.00 of the \$4,000.00 total monthly payments will be applied towards the outstanding rental arrears from December 1, 2016 to May 31, 2017;
 - ii. \$1,900.00 of the \$4,000.00 total monthly payments will be applied towards the monthly rent as both parties agreed that the tenant still owes rent of \$1,900.00 per month to the landlords for the period from June 1, 2017 to October 31, 2017;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit, in the event that the tenant abides by condition #2(a) of the above settlement. In that event, the landlords' 10 Day Notice, dated March 17, 2017, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenant does not abide by condition #2(a) of the above settlement;

5. 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 May 23, 2017, between these parties arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they will not be attending the future hearing which is hereby cancelled by way of this settlement;
 - b. The landlords agreed to bear the cost of the \$100.00 filing fee paid for that application;
6. The tenant agreed that this settlement agreement also constitutes a final and binding resolution of his application.

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.

The landlord confirmed that she understood and agreed that this settlement agreement is binding upon both landlords named in this application and that she had authority as their agent to make this agreement on their behalf.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached two (2) day Order of Possession to be used by the landlords **only** if the tenant does not abide by condition #2(a) of the above settlement. The landlords are provided with this Order in the above terms and the tenant must be served with this Order as soon as possible after he does not comply with the above agreement. 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 the event that the tenant abides by condition #2(a) of the above settlement, I find that the landlords' 10 Day Notice, dated March 17, 2017, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on October 31, 2017.

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 \$11,400.00, the current amount owing for rent for this tenancy. 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 #2 of the above agreement. The tenant must be served with a copy of this Order. 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.

As advised to the landlord during the hearing, if the tenant fails to pay the landlords rent from June 1 to October 31, 2017, as per condition #2(a)(ii) above, the landlords can reapply to the RTB for a monetary order for the amount owing. As this is a future rent amount that is not currently due to the landlords, I cannot issue a monetary order for that amount at this hearing.

The landlords' application, scheduled for a future hearing on May 23, 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.

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: May 09, 2017

Residential Tenancy Branch