



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, O

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated April 10, 2017 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62; and
- other remedies, identified as a direction as to who the correct landlord is in order for the tenant to pay rent.

The landlord's two agents, "agent DL" and "agent LX" (collectively "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. Agent DL confirmed that he is the landlord's realtor and manager and agent LX confirmed that he is the landlord's property manager. Both agents confirmed that they had authority to speak on behalf of the landlord named in this application at this hearing. This hearing lasted approximately 35 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

The tenant confirmed receipt of the landlord's 1 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice.

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 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 this tenancy will end by 11:00 a.m. on July 2, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant will pay the landlord \$600.00 by cheque or money order by June 1, 2017, on the following terms:
 - a. The landlord agreed to accept the above reduced amount towards all rent owed by the tenant for this tenancy from June 1 to 30, 2017;
 - b. The landlord agreed to pick up the above rent payment from the tenant's rental unit mailbox by June 1, 2017;
 - c. The tenant agreed to make the rent payment payable to the landlord company, the name of which was provided by the landlord during the hearing;
3. The landlord agreed that the landlord's 1 Month Notice, dated April 10, 2017, is cancelled and of no force or effect;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed 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.

The tenant agreed that all of the other occupants in the rental unit, including her ex-husband and grandchildren, are all agreeable to vacating the rental unit as per the above agreement and confirmed that she would notify them of the above agreement after the hearing.

As noted to both parties during the hearing, I cannot issue a monetary order to the landlord for the June 2017 rent of \$600.00 because the amount is not yet due under the tenancy agreement, as of the date of this hearing. The landlord may file an application for dispute resolution in order to obtain a monetary order if the above amount is unpaid after June 1, 2017.

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 landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 11:00 a.m. on July 2, 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 11:00 a.m. on July 2, 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.

The landlord's 1 Month Notice, dated April 10, 2017, is 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: May 25, 2017

Residential Tenancy Branch