



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LLA INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

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

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 and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' 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 tenants' cross-application pursuant to the *Act* for:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 7, 2017 ("10 Day Notice") pursuant to section 46.

"Tenant BB" did not attend this hearing, which lasted approximately 27 minutes. The individual landlord FR ("landlord") and tenant LT ("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 he was the property manager for the landlord company named in this application and that he had authority to represent it as an agent at this hearing (collectively "landlords"). The tenant confirmed that she had authority to speak on behalf of tenant BB as an agent at this hearing (collectively "tenants").

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 both parties' applications to correct the order and spelling of tenant BB's first and middle names and to correct the spelling of the individual landlord's name. Both parties consented to the above amendments.

The tenant confirmed that the tenants did not receive a copy of the landlords' amendment to their application, requesting an order of possession for cause based on the 1 Month Notice.

However, both parties voluntarily agreed to settle the issue of the 1 Month Notice at this hearing.

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 October 31, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that the landlords' 1 Month Notice to End Tenancy for Cause, dated May 20, 2017, and 10 Day Notice, dated June 7, 2017, are both cancelled and of no force or effect.
3. The landlord agreed that the tenants are not required to pay any rent to the landlords from September 1 to October 31, 2017;
4. The landlord agreed to cash the tenant's two cheques of \$380.73 each for July and August 2017 rent, which the landlords already have in their possession;
5. The tenant agreed that tenant BB will pay the landlords rent of \$1,142.19 (\$380.73 for each month) for the period from June 1 to August 31, 2017;
6. Both parties agreed that the tenants' security deposit is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.
7. The landlord agreed to bear the cost of the \$100.00 filing fee paid for the landlords' application;
8. 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.

The tenant confirmed that she agreed and understood that this settlement was binding upon tenant BB and that she had permission to make this agreement on his behalf.

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(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2017. The tenant(s) must be served with this Order in the event that the tenant(s) and any

other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2017. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlords' 1 Month Notice, dated May 20, 2017, and 10 Day Notice, dated June 7, 2017, are both cancelled and of no force or effect.

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 \$1,142.19. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that tenant BB fails to abide by condition #5 of the above agreement. Tenant BB must be served with a copy of this Order. Should tenant BB 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.

The landlords must bear the cost of the \$100.00 filing fee paid for their application.

The landlords' application to retain the tenants' security deposit is dismissed with leave to reapply. The tenants' security deposit is to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: August 09, 2017

Residential Tenancy Branch