



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BLOCK 81 HOLDINGS LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF MNR MNSD O OPR CNR

Introduction

This hearing dealt with the applications pursuant to the *Residential Tenancy Act* (the *Act*) from both the landlord and the tenant. The tenant sought a cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") pursuant to section 46 of the *Act*, a return of the filing fee pursuant to section 72 of the *Act* and other unspecified relief.

The landlord sought an order of possession based on a 10 Day Notice pursuant to section 55 of the *Act*, an order to retain the tenant's security deposit pursuant to section 38 of the *Act*, a monetary order for unpaid rent pursuant to section 67 of the *Act* and a return of the filing fee pursuant to section 72 of the *Act*.

Both parties appeared at the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. President for the named corporate landlord, R.M. appeared at the hearing on behalf of the landlord.

The tenant confirmed receipt of the landlord's 10 Day Notice on June 19, 2017, while both parties confirmed receipt of each other's application for dispute resolution and evidentiary packages.

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 or an order. 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. The tenant agreed to pay the landlord \$31,319.00. Both parties agreed that this tenancy shall continue if the tenant pays the landlord this entire sum of \$31,319.00 by September 18, 2017.
2. Both parties agreed that the landlord will be provided with a Monetary Order enforceable in the Provincial Court of British Columbia in reflection of this agreement.
3. The tenant agreed to vacate the property by 1:00 P.M. on September 18, 2017 if the entire amount of the monetary order is not paid by this time.
4. The landlord will be provided with an Order of Possession for 1:00 P.M. on September 18, 2017 that can be enforced by the Supreme Court of British Columbia if the tenant does not fulfil the criteria set in point #1.
5. If this tenancy ends at 1:00 P.M. on September 18, 2017 by way of the Order of Possession, the landlord may retain the tenant's security deposit to be put against any amount of outstanding rent.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified 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 discussed with them during the hearing, I issue a Monetary Order in the landlord's favour in the amount of \$31,319.00 against the tenant. The landlord is provided with a Monetary Order in the above terms and the tenant must be served with this Order as soon as possible.

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 issue an Order of Possession to the landlord, which is to take effect by 1:00 P.M. on September 18, 2017 in the event that the tenant fails to pay the landlord a Monetary Order of \$31,319.00 by this time. 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: August 31, 2017

Residential Tenancy Branch