



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MEICOR REALTY MANAGEMENT SERVICES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MT, CNR, OPR-DR

### Introduction

On November 28, 2017, an Arbitrator appointed pursuant to the Residential Tenancy *Act* (the *Act*) issued a decision regarding an application from the corporate landlord identified above to obtain an Order of Possession for unpaid rent using the Residential Tenancy Branch's (the RTB's) direct request process.

After receiving that decision, the tenant applied for a review of the November 28, 2017 decision (the original decision). Another arbitrator was delegated responsibility for assessing the tenant's application for review consideration and determined that there were grounds to grant that application, suspend the original decision and orders, and conduct a new review hearing of this matter.

I have been delegated responsibility for conducting this review hearing of the following matters:

The corporate landlord has applied for an Order of Possession for unpaid rent pursuant to section 55 of the *Act*. The tenant's application naming Landlord LB as Respondent was joined to the landlord's application and his application for the following is also before me:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66; and
- cancellation of the landlord's 10 Day Notice to End Tenancy pursuant to section 46.

Both parties confirmed that they had received one another's applications for dispute resolution and written evidence and that they were properly notified of this review hearing. Landlord LB (the landlord) confirmed that the tenant had handed her a copy of the Review Consideration decision and notice of this hearing as required. I find that the parties' applications for dispute resolution and written evidence has been duly served in accordance with sections 88 and 89 of the *Act*.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

### Background and Evidence

This tenancy began on July 4, 2011. Monthly rent was initially \$550.00, payable in advance on the first of each month. This rent increased to \$565.00 as of 2017, and \$585.00, as of January 1, 2018. The landlord still holds the tenant's \$275.00 security deposit paid on June 30, 2011.

The landlord issued the 10 Day Notice for \$234.74 in rent that was outstanding for November 2017. The landlord gave undisputed sworn testimony that the current amount of rent owing for this tenancy is \$924.82.

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

Both parties agreed to a final and binding resolution of all issues in dispute arising out of their applications under the following terms:

1. The tenant agreed to pay the landlord the outstanding rent of \$924.82 by 1:00 p.m. on January 10, 2018.
2. In the event that the tenant abides by the monetary terms of Clause 1 of their agreement, the parties agreed that this tenancy will continue until ended in accordance with the *Act*.
3. The tenant agreed to contact the relevant government agencies to ensure that future rent payments for this tenancy will be paid directly by those agencies to the landlord.
4. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues arising out of their applications and in dispute at this time, and that they did so of their own free will and without any element of force or coercion.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant does not comply with the monetary terms of their agreement as outlined in Clause 1 above. The landlord is provided with these Orders in the above terms and the tenant must be served with these Orders **only** in the event that the tenant does not comply with his commitment outlined in

Clause 1 of this 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.

To give legal effect to the settlement as outlined above, I issue a monetary Order in the landlord's favour in the amount of \$924.82. This monetary Order can **only** be used in the event that the tenant does not abide by the terms of Clause 1 of the above-noted settlement agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible after a failure to abide by the terms of Clause 1 of this settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give legal effect to Clause 3 of the settlement agreement between the parties, I order the tenant to immediately contact those government agencies providing shelter assistance to him to ensure that they pay shelter assistance directly to the landlord for the duration of this tenancy or until he has the written permission of the landlord to adopt another method of paying all of his monthly rent.

The original decision of November 28, 2017 and orders with respect to these applications are hereby set aside and are 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: January 08, 2018

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Residential Tenancy Branch