



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINGLA BROS. HOLDINGS LTD.
PAUL SINGLA BROTHERS HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPRM – DR, FFL

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). This hearing dealt with an application from the second corporate landlord identified above (the landlord) against Tenant DE (the tenant) as the Respondent for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants applied for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

Both parties attended 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. As both parties confirmed that they received copies of one another's dispute resolution hearing packages and written evidence packages, I find that both parties were duly served with these documents 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? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

Monthly rent for this rental unit is set at \$1,340.00, payable in advance on the first of each month. The landlord continues to hold the tenants' security deposit and pet damage deposit totalling \$1,300.00.

The parties entered into written evidence copies of three 10 Day Notices to End Tenancy issued by the landlord for rent owing for August 2017, December 2017 and January 2018. Both parties agreed that at the time of this hearing, the tenants owed a total of \$2,680.00, for outstanding rent that had not been paid for December 2017 and January 2018.

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

Both parties agreed to the following final and binding resolution of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2018, by which time the tenants will have surrendered vacant possession of the rental unit to the landlord.
2. The tenants agreed to pay the landlord a total of \$1,480.00.
3. The tenants agreed to allow the landlord to retain the security and pet damage deposits for this tenancy, totalling \$1,300.00.
4. The tenants agreed to allow the landlord to show the rental unit to prospective tenants upon adequate notification from the landlord.
5. The tenants agreed to provide the landlord with proof of their payment of all outstanding utility bills within a month of the end of their tenancy.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications and all issues currently in dispute arising out of this tenancy 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 in the event that the tenants do not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with these Orders in the event that the tenants do not vacate the premises by 1:00 p.m. on January 31, 2018, as set out in their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$1,480.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenants do not abide by the terms of the above settlement. Should the tenant(s) 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.

I order the landlord to retain the security and pet damage deposits for this tenancy.

I order the tenants to provide the landlord with proof of their payment of all outstanding utility bills for this rental unit by February 28, 2018.

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 19, 2018

Residential Tenancy Branch