



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WHISTLER HOUSING AUTHORITY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OPR, MNR, FF

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (“*Act*”), I was designated to hear an application regarding the above-noted tenancy. The landlord applied 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, pursuant to section 72.

The landlord’s agent (“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. This hearing lasted approximately 69 minutes in order to allow both parties to negotiate a full settlement of this application.

### Preliminary Issue – Direct Request Proceeding and Service

This hearing was originally scheduled as a direct request proceeding, which is a non-participatory hearing. A decision is made on the basis of the landlord’s paper application only, not any participation by the tenant. An “interim decision,” dated April 12, 2018, was issued by an Adjudicator for the direct request proceeding. The interim decision adjourned the direct request proceeding to this participatory hearing.

By way of the interim decision, the landlord was required to serve the interim decision and notice of reconvened hearing to the tenant. The tenant confirmed receipt of the above documents. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the interim decision and notice of reconvened hearing.

The tenant confirmed receipt of the landlord’s two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, dated March 21, 2018 and May 2, 2018 (“two 10 Day Notices”) In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord’s two 10 Day Notices.

### 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 their dispute:

1. The tenant agreed to pay the landlord \$2,908.00 in rental arrears as well as June 2018 full monthly rent by June 7, 2018;
2. The tenant agreed to pay the landlord full monthly rent by the first day of each month, effective on July 1, 2018 and for the remainder of this tenancy;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions #1 and #2 above. In that event, the landlord's two 10 Day Notices, dated March 21, 2018 and May 2, 2018, are cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, which expires on May 9, 2019, if the tenant does not abide by conditions #1 and/or #2 above;
5. The tenant agreed to issue a warning letter to the occupant residing in his rental unit by May 14, 2018, due to complaints from other occupants and the landlord regarding their quiet enjoyment at the rental property;
  - a. The tenant agreed to provide a copy of this warning letter to the landlord;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached seven (7) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions #1 and/or #2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES ON May 9, 2019** and it cannot be served upon the tenant after **May 9, 2019**. The tenant must be served

with this Order in the event that the tenant does not abide by conditions #1 and/or #2 of the above settlement. 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.

In the event that the tenant abides by condition #1 and #2 of the above settlement, I find that the landlord's two 10 Day Notices, dated March 21, 2018 and May 2, 2018, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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 landlord's favour in the amount of \$2,908.00, the current rent amount owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$2,908.00 as per the above agreement. The tenant must be served with a copy of this Order. 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.

If the landlord requires a monetary order for any other rent amounts owing after June 7, 2017, the landlord can file a new application for dispute resolution against the tenant.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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 11, 2018

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Residential Tenancy Branch