



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EASTVAN RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing was scheduled to deal with five Applications for Dispute Resolution, via teleconference call, filed by the tenants of five rental units to dispute 2 Month Notices to End Tenancy for Landlord's Use of Property issued by the landlord on March 26, 2018. The five Applications were joined together as the disputes involved the same landlord, the same residential property, and the same issue(s).

At the outset of the hearing, I determined that the tenants of three of the subject rental units were present along with a Tenant Advocate. The Tenant Advocate confirmed that he also represented the tenants for the two other rental units. The tenants' legal counsel also made an appearance although it appeared as though his telephone connection was problematic. The Tenant Advocate appeared to be the primary speaker on behalf of the tenants and the Tenants' Advocate did not raise any concern with respect to the apparent intermittent connection by the tenants' legal counsel.

The corporate landlord was represented by an agent for the corporation and legal counsel.

Since there are multiple tenants and multiple rental units that are the subject of this proceeding, I have differentiated the tenants and their respective rental units, where appropriate, by referencing their unit number only in this decision.

### Preliminary and Procedural Matters

Shortly after the hearing commenced, it was brought to my attention that mutual agreements had been reached with the tenants of three of the subject rental units (units 5, 8 and 12) and that agreements had not yet been reached with the tenants of the remaining two rental units (units BSMT and 7A).

I heard that agreements dated May 15, 2018 were reached with units 5, 8 and 12 and those agreements had been executed by the parties (herein referred to as the May 15, 2018 agreements). While I had not been provided copies of the May 15, 2018 agreements the parties confirmed that they were privy to the agreements. The landlord's counsel requested that Orders of Possession be provided to the landlord for these three units with reference that the enforceability of the Orders of Possession is conditional upon satisfaction of the terms recorded in May 15, 2018 agreements. I heard that the tenancies for units 5 and 8 will end effective June 30, 2018; and, the tenancy for unit 12 will end July 31, 2018. The landlord requested Orders of Possession reflecting these effective dates. The tenant for unit 8 was in attendance at the hearing and consented to the landlord's request before leaving the hearing. The Tenant Advocate consented to the landlord's request on behalf of the tenants for units 5 and 12. Accordingly, I informed the parties that I would provide the Orders of Possession requested for these rental units.

As for the two remaining rental units without signed agreements, the Tenant Advocate indicated that the tenants were seeking a mediated settlement agreement be facilitated during the remainder of the hearing and that I record the agreement reached. All the parties turned their minds to resolving this matter by way of a settlement agreement and a settlement agreement was reached by the parties during the hearing. By way of this decision, and the Orders that accompany it, I record the agreement reached by the parties during the hearing.

### Issue(s) to be Decided

What are the terms of the settlement agreement reached by the parties with respect to units BSMT and 7A during the hearing?

### Background and Evidence

During the hearing, the parties mutually agreed upon the following terms in full and final satisfaction of the dispute concerning unit BSMT:

1. The tenancy shall continue until no later than 1:00 p.m. on July 31, 2018 at which time the tenancy will end and the tenant will return vacant possession of the rental unit to the landlord. The landlord shall be provided an Order of Possession that reflects this term.
2. The tenant and landlord shall meet at the property at 1:00 p.m. on July 31, 2018 for the purpose of returning possession of the rental unit to the landlord, performing the move-out inspection, and receiving the compensation payment as described in term #4, unless the parties mutually agree to meet at an earlier time and/or date.
3. By May 24, 2018 the landlord shall deliver to the tenant a reference letter written in a positive manner for the tenant to use for purposes of securing new living accommodation.
4. The tenant shall remain obligated to pay the landlord the monthly rent when due for the months of June 2018 and July 2018.
5. The landlord shall present the tenant with payment for compensation in the amount of \$3,4400.00 at the end of the tenancy and the tenant shall provide the landlord with written acknowledgement of receipt of this payment if requested by the landlord. The tenant shall be provided a Monetary Order reflecting the landlord's obligation to pay this amount to the tenant.
6. Also at the end of the tenancy, the landlord shall return to the tenant the tenant's security deposit, in the full amount, plus any applicable interest, subject only to deductions in two circumstances:
  - a. Where the tenant has damaged the rental unit; and/or
  - b. The tenant leaves garbage or other debris in the rental unit that the landlord will have to dispose of.

During the hearing, the parties mutually agreed upon the following terms in full and final satisfaction of the dispute concerning unit 7A:

1. The tenancy shall continue until no later than 1:00 p.m. on July 31, 2018 at which time the tenancy will end and the tenant will return vacant possession of the rental unit to the landlord. The landlord shall be provided an Order of Possession that reflects this term.

2. The tenant and landlord shall meet at the property at 1:00 p.m. on July 31, 2018 for the purpose of returning possession of the rental unit to the landlord, performing the move-out inspection, and receiving the compensation payment as described in term #4, unless the parties mutually agree on an earlier time and/or date.
3. By May 24, 2018 the landlord shall deliver to the tenant a reference letter written in a positive manner for the tenant to use for purposes of securing new living accommodation.
4. The tenant shall remain obligated to pay the landlord the monthly rent when due for the months of June 2018 and July 2018.
5. The landlord shall present the tenant with payment for compensation in the amount of \$6,660.00 at the end of the tenancy and the tenant shall provide the landlord with written acknowledgement of receipt of this payment if requested by the landlord. The tenant shall be provided a Monetary Order reflecting the landlord's obligation to pay this amount to the tenant.
6. Also at the end of the tenancy, the landlord shall return to the tenant the tenant's security deposit, in the full amount, plus any applicable interest, subject only to deductions in two circumstances:
  - a. Where the tenant has damaged the rental unit; and/or
  - b. The tenant leaves garbage or other debris in the rental unit that the landlord will have to dispose of.

### Analysis

With respect to units 5, 8 and 12 of the residential property, I provide Orders of Possession to the landlord as requested and agreed upon at the outset of the hearing and as reflected in the Preliminary and Procedural Matters section of this decision. The enforceability of the Orders of Possession issued for these three rental units is conditional upon satisfaction of the terms of the May 15, 2018 agreement.

With respect to units BSMT and 7A of the residential property, the parties reached settlement agreements during the hearing. Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the settlement agreement in the form of a decision or order. I have accepted and recorded the settlement agreements reached by the parties during this hearing and I make the terms an Order of mine to be binding upon both parties.

In recognition of the settlement agreements reached during the hearing for units BSMT and 7A, I provide the landlord with Orders of Possession effective July 31, 2018 and I provide the tenants with a Monetary Order reflecting the compensation agreed upon and recorded in term #4 of their respective settlement agreements.

For added certainty with respect to term #6, and in keeping with section 38 of the Act, any deduction a landlord seeks to make from a security deposit requires the tenant's written consent or authorization from an Arbitrator. Where a tenant does not provide written consent for the deductions the landlord seeks to make, the landlord's remedy is to refund the deposit to the tenant or file an Application for Dispute Resolution and request an Arbitrator's authorization within 15 days of the tenancy ending or receiving the tenant's forwarding address in writing, whichever date is later.

### Conclusion

The parties have reached settlement agreements in resolution of these disputes. Tenants for three units reached agreement before this hearing commenced and I provide Orders of Possession to the landlord that reflects those agreements. Tenants for two of the rental units reached an agreement during this proceeding and I provide Orders of Possession to the landlord reflecting the agreement reached during the hearing. I have also provided the tenants who reached agreement during this hearing Monetary Orders that reflect the compensation agreement reached during this hearing.

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 17, 2018

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Residential Tenancy Branch