



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* to Cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”). The Tenant and the Tenant’s spouse (the “Tenant”) attended the teleconference hearing as did two agents for the Landlord (the “Landlord”). All parties were affirmed to be truthful in their testimony.

Both parties submitted evidentiary material prior to the hearing and were provided full opportunity to present their evidence, provide testimony and ask questions.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent be set aside?

Background and Evidence

Both parties were in agreement that the tenancy began on April 15, 2014 and that monthly rent is \$1,200.00. The Landlord testified that rent was paid every month for the first year of the tenancy, but by 2016 rent was outstanding in the amount of \$4,800.00. Between June 1, 2016 and April 1, 2017, the Landlord stated that they only received \$600.00 towards rent from the Tenant. As of the date of this hearing, the Landlord testified that the total amount of outstanding rent owing is \$16,043.75.

The Landlord testified that the owner has been understanding over the years about the rent owing, but that the amount owing is now too much. As such, the Landlord issued a 10 Day Notice on April 6, 2018 which was delivered through registered mail. The Tenant testified they picked up the 10 Day Notice through registered mail on April 16, 2018.

The Tenant testified that they believe the amount of rent owing is approximately \$13,640.00. They stated that they had some financial challenges arise over the past couple of years, but that they had informed the Landlord of their situation and were working on paying off the amount owing.

The Tenant testified that they would like to pay off the outstanding rent that is owing and continue living in the rental unit. They stated that they have received pre-approval for a loan that once received, will allow a \$13,000 payment towards the rent owing.

Section 63 of the *Residential Tenancy Act* (the *Act*) allows for the parties to consider a settlement to their dispute during the hearing and that settlement to be recorded as a decision and order. In accordance with this, an opportunity for a settlement discussion was presented and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant will make a lump sum payment towards outstanding rent in the amount of \$13,000.00 by June 30, 2018.
2. Monthly rent in the amount of \$1,200.00 per month will be paid as due, along with an additional \$1,000.00 per month until the total amount of outstanding rent owing is paid off.
3. A conditional Order of Possession dated July 1, 2018 will be issued to the Landlord. Should the \$13,000.00 lump sum payment to the Landlord not be made by the end of the day on June 30, 2018, the Landlord will serve the Order of Possession. The Tenant will have two (2) days to vacate the rental unit upon being served with the Order of Possession.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a conditional Order of Possession dated July 1, 2018 will be granted to the Landlord to be served should a payment of \$13,000.00 not be made to the Landlord by June 30, 2018. The Order of Possession will be effective two (2) days

after service upon the Tenant. Should the Tenant follow through on the first term of the settlement agreement, the Order of Possession will not be enforced and the tenancy will continue until ended in accordance with the *Act*.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served after June 30, 2018 on the condition that the Tenant does not comply with the first term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenant and **will be effective two (2) days** after service. 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.

If the Tenant complies with the first term of the settlement agreement, the Order of Possession will be of no force and effect and the tenancy will continue until ended in accordance with the *Act*.

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 22, 2018

Residential Tenancy Branch