



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WHITE LION DEVELOPMENTS LTD
WESTURBAN DEVELOPMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNR, CNC, MNRT, MNDCT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlords' notices to end tenancy, pursuant to section 66;
- cancellation of the landlords' 10 Day Notices to End Tenancy for Unpaid Rent, ("10 Day Notices"), pursuant to section 46;
- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47;
- a monetary order for the cost of emergency repairs, pursuant to section 67;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67.

"Tenant MB" did not attend this hearing, which lasted approximately 54 minutes. Tenant SR ("tenant") and four landlord agents (collectively "landlords") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The hearing began at 9:30 a.m. with me and the four landlord agents present. The tenant called in late at 9:35 a.m., citing difficulty with her telephone. I informed the tenant about what occurred in her absence prior to calling in and that I had not yet heard any testimony from the four landlord agents. The hearing ended at 10:24 a.m.

The tenant confirmed her authority to speak on behalf of tenant MB as an agent at this hearing. Two landlords, "landlord RW" who is the owner and president and "landlord

CR” who is the bookkeeper, appeared on behalf of the “former landlord company WLDL” and confirmed their authority to speak on behalf of that company (collectively “former landlord”). Two landlords, “landlord TH” and “landlord MH” confirmed their authority to speak on behalf of the “current landlord company WD” (collectively “current landlord”).

The landlords were in receipt of the tenants’ application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants’ application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants’ application to correct the spelling of the former landlord company name WLDL. I also amend the tenants’ application to add the current landlord company WD as a landlord-respondent, as both parties agreed that it is the current owner of the rental unit and landlord for this tenancy. Both parties consented to these amendments during the hearing.

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 all issues currently under dispute at this time:

1. The tenants agreed to pay the landlords full rent of \$1,800.00 by June 1, 2018;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on June 30, 2018, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by condition #1 above. In that event, all of the landlords’ notices to end tenancy issued to the tenants, to date, are cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a seven (7) day Order of Possession, if the tenants do not abide by condition 1 above;
4. The landlords agreed that the tenants are not required to pay the landlords rent of \$5,400.00 from March to May 2018, nor are they required to reimburse the landlords for \$800.00 in bylaw fines that the landlords paid for the rental unit;
5. Both parties agreed that the landlords will retain the tenants’ entire security deposit of \$900.00;

6. The tenants agreed that they will not willfully or maliciously damage the rental unit prior to vacating the rental unit;
7. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application at this hearing;
8. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this 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 landlords **only** if the tenants do not abide by conditions #1 or #2 of the above settlement. The landlords are provided with this Order in the above terms and the tenants must be served with this Order as soon as possible after they do not comply with the above 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 the event that the tenants abide by condition #1 of the above settlement, I find that all of the landlords' notices to end tenancy issued to the tenants, to date, are cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on June 30, 2018.

As notified to the landlords during the hearing, if they require a monetary order pursuant to condition #1 of the above settlement agreement if the June 2018 rent is unpaid by the tenants, they may apply for a monetary order by filing a new application for dispute resolution at the Residential Tenancy Branch ("RTB") and citing this settlement agreement. As this amount is not yet due until June 1, 2018, a monetary order cannot be provided to the landlords at this time. This is the only exception to condition #8 above, regarding filing future applications at the RTB, as both parties agreed to and understood this term at the hearing.

I order the landlords to retain the tenants' entire security deposit of \$900.00.

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 24, 2018

Residential Tenancy Branch