



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHANNON GARDENS APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNR, MNDCT, OLC, FFT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 7, 2018 ("10 Day Notice"), pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; 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. The landlord confirmed that she is the senior property manager for the landlord company named in this application and that she had permission to speak on its behalf at this hearing. This hearing lasted approximately 75 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

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. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on October 31, 2018, provided that he first gives at least two weeks' written notice to the landlord, by way of a letter to be given to the landlord's resident manager;
 - a. The landlord agreed to prorate the tenant's rent according to when he vacates the rental unit;
3. The landlord agreed to pay the tenant \$628.32 by August 7, 2018 (\$50.00 which represents half the filing fee paid for this application and \$578.32 towards the \$6,176.00 total compensation sought by the tenant in this application);
 - a. The resident manager will provide a cheque for \$628.32 to the tenant at 11:00 a.m. on August 7, 2018, at the landlord's office, and the tenant agreed to sign a document acknowledging receipt of this cheque;
4. The landlord agreed the landlord's 10 Day Notice, dated June 7, 2018, was cancelled and of no force or effect;
5. The tenant agreed to pay the landlord rent of \$747.00 by August 1, 2018;
6. The tenant agreed to bear the cost of \$50.00, which represents half the filing fee paid for this application;
7. The tenant agreed that he will not park at the parking lot in front of the rental property for the remainder of this tenancy;
8. The tenant agreed that this agreement settles his application for monetary compensation for having to store his vehicles at a separate location away from the rental property;
9. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2018. The tenant must be served with this Order in the event that the tenant and any other

occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2018. 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 order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$628.32 against the landlord. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #3 of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #3 of the above monetary agreement. Should the landlord 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.

The landlord's 10 Day Notice, dated June 7, 2018, is cancelled and of no force or effect.

I order the tenant to pay the landlord rent of \$747.00 by August 1, 2018.

The tenant must bear the cost of \$50.00, which represents half the filing fee paid for this application.

I order both parties to comply with all of the above remaining settlement terms.

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: July 27, 2018

Residential Tenancy Branch