



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATE LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OPR, MNRL-S, MNDCL-S, FFL;    CNR, MNDCT, FFT

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for compensation for damage or loss under the *Act, Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for its application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *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 unpaid rent and for compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

Both parties 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 84 minutes.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The tenants were in receipt of the landlord's 10 Day Notice and applied to dispute it in their application. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 10 Day Notice.

### Analysis

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 this tenancy will end by 3:00 p.m. on August 15, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that its 10 Day Notice, dated June 7, 2018, was cancelled and of no force or effect;
3. The tenants agreed to pay the landlord \$4,250.00 according to the following terms;
  - a. The landlord agreed to accept the above amount for all outstanding rent and late fees owed by the tenants for this tenancy from June 1 to August 15, 2018;
  - b. The tenants agreed that the above amount settles their bed bug compensation issue for this entire tenancy;
  - c. The tenants will pay the above amount by way of online payments through tenantpay according to the following schedule:
    - i. \$500.00 by August 31, 2018;
    - ii. \$1,000.00 by September 15, 2018;
    - iii. \$1,000.00 by October 15, 2018;
    - iv. \$1,000.00 by November 15, 2018;
    - v. \$750.00 by December 15, 2018;
4. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
5. Both parties agreed that the tenants' security deposit of \$925.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling 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(s) and any other occupants fail to vacate the rental premises by 3:00 p.m. on August 15, 2018. The tenant(s) must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 3:00 p.m. on August 15, 2018. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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

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 \$4,250.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord \$4,250.00 as per condition #3 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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.

Each party must bear their own costs for the \$100.00 filing fees paid for their applications.

The tenants' security deposit of \$925.00 will be dealt with at the end of this tenancy in accordance with section 38 of 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: August 09, 2018

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Residential Tenancy Branch