



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, FFL

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, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent SL ("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. "Landlord IP" also attended the hearing but did not testify on behalf of the landlord. This hearing lasted approximately 22 minutes.

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

1. The tenant agreed to pay the landlord full monthly rent by the first day of each month, effective on September 1, 2018 and for the remainder of this tenancy;
2. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by condition #1 above. In that event, all of the landlord's 10 Day Notices, issued to the tenant to date, are cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a fourteen (14) day Order of Possession, which expires on August 14, 2019, if the tenant does not abide by condition #1 above;
4. The landlord agreed that the tenant does not owe any outstanding rent to the landlord, to date, for this tenancy;
5. Both parties agreed that the tenant's security deposit of \$780.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing.

These particulars comprise the full and final settlement of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

I reconfirmed with the landlord, a number of times during the hearing and under oath, that she was making this agreement of her own free will without any outside pressure from anyone.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached fourteen (14) day Order of Possession to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on August 14, 2019** and it cannot be served upon the tenant after **August 14, 2019**. The tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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 the event that the tenant abides by condition #1 of the above settlement, I find that all of the landlord's 10 Day Notices issued to date, are cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

The tenant's security deposit of \$780.00 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 14, 2018

Residential Tenancy Branch