



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR FFL CNR

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this tenancy pursuant to section 72.

The tenants applied for cancellation of the 10 Day Notice pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The corporate landlord was represented by its agent AW (the “landlord”).

As both parties were present service was confirmed. The parties each testified that they had been served with the other’s application for dispute resolution, evidence and all relevant materials. Based on the undisputed evidence I find that the each of the parties were duly served with the respective materials in accordance with sections 88 and 89 of the *Act*.

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 or an order. 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 will make payment to the landlord of \$1,302.00 in four bi-weekly installments of \$325.50 beginning November 15, 2018 and continuing on November 30, 2018, December 15, 2018 and December 31, 2018.
2. This tenancy will continue pursuant to the terms of the tenancy agreement of September, 2016 with monthly rent in the amount of \$1,375.00 payable on the first of each month.
3. Both parties agree that if the tenants fail to make payment in accordance with the payment schedule noted above this tenancy ends.
4. This settlement agreement constitutes a final and binding resolution of the applications at this hearing.

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 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 served on the tenants by the landlord **only** if the tenants fail to make payments in accordance with the payment schedule noted above. 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.

I issue a monetary Order in the landlord's favour in the amount of \$1,302.00, to be used **only** in the event that the tenants do not abide by the monetary terms of the settlement agreement outlined above. Should the tenants 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.

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: October 29, 2018

Residential Tenancy Branch