



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIONS GATE VILLAGE LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on August 30, 2018 (the "Application"). The Tenants applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 23, 2018 (the "Notice").

The Tenants appeared at the hearing. The Agent for the Landlord (the "Agent") appeared at the hearing.

The Agent confirmed the name of the Landlord and I amended the Application to reflect this. This is also reflected in the style of cause.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord had submitted evidence prior to the hearing. The Tenants had not submitted evidence. I addressed service of the hearing package and Landlord's evidence. The Agent confirmed he received the hearing package and raised no issue in this regard. The Tenants confirmed they received the Landlord's evidence. The Tenants said they received the evidence by email September 4, 2018. An issue arose regarding the timing of the evidence. Tenant H.S. confirmed she had read through it. Tenant H.S. agreed that the evidence was sent in sufficient time to allow the Tenants to review it.

There was no issue that there is a tenancy agreement between the Landlord and Tenants in relation to the rental unit.

Tenant C.P. had raised the possibility of settlement at the outset of the hearing. Therefore, I advised the parties about the settlement option pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained to the parties the possible outcomes of the dispute of the Notice.

I also explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

I answered the questions the parties had about the above. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession and Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. I note that Tenant C.P. indicated he was agreeing to the settlement under pressure at first. I told Tenant C.P. that we could not proceed with the settlement in those circumstances and Tenant C.P. indicated that he was agreeing voluntarily and without pressure. I reminded the parties that this is a legal proceeding and that they should be answering questions accordingly. I confirmed with Tenant H.S. that she was agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The tenancy will end and the Tenants will vacate the rental unit no later than 5:00 p.m. on November 2, 2018.
2. The Notice is cancelled.
3. The Tenants withdraw the Application.

4. The parties agree on the following in relation to unpaid rent:
 - a. \$13,500.00 in unpaid rent is currently outstanding;
 - b. The Landlord waives their right to \$9,000.00 of this unpaid rent;
 - c. The Tenants will pay the Landlord \$4,500.00 of this unpaid rent; and
 - d. The Tenants will pay the \$4,500.00 by September 15, 2019. The Tenants will pay the Landlord \$450.00 per month by the 15th of each month starting November 15, 2018.
5. All rights and obligations of the Landlord and Tenants under the tenancy agreement will continue until 5:00 p.m. on November 2, 2018 except for any prior agreement about rent given the above terms.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted an Order of Possession for the rental unit which is effective at 5:00 p.m. on November 2, 2018. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Landlord is granted a Monetary Order in the amount of \$4,500.00. If the Tenants fail to pay the \$4,500.00 in unpaid rent by September 15, 2019, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 15, 2018

Residential Tenancy Branch