



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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 Tenant on January 8, 2019 (the "Application"). The Tenant applied to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Tenant appeared at the hearing. The Landlord appeared at the hearing with M.B. to assist him. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Neither party had submitted evidence prior to the hearing. I addressed service of the hearing package. M.B. testified that the Landlord never received a hearing package and found out about the hearing by calling into the RTB. However, M.B. confirmed that the Landlord was happy to proceed with the matter today.

Both parties agreed on the following. The rental unit is in a house with an upper and lower suite. The Landlord lives in the upper suite and the Tenant lives in the lower suite. The Landlord rents the whole house from M.B. The Landlord rents the lower suite to the Tenant through a sublease agreement. The sublease agreement is written. The sublease agreement started October 1, 2018 and ends June 30, 2019. Rent is \$1,675.00 per month due on the first day of each month. The Tenant paid the Landlord a security deposit which was slightly less than half the monthly rent.

M.B. was originally named on the Application as a landlord. Given the above, I told the parties it was my view M.B. is not a landlord to the Tenant and therefore should be removed from the Application as a party. M.B. agreed. Neither the Tenant nor the Landlord objected to this. M.B. has been removed from the style of cause. M.B. remained in the teleconference as she was assisting the Landlord.

During the hearing, I raised the possibility of settlement 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 the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and 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 hear the matter and 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.

The parties did not have questions about the above when asked. At first, I understood the parties to not want to discuss settlement. I told the parties we would proceed and I would hear the matter and decide the matter. The parties then started to discuss a settlement and seemed to propose settling this matter outside of the hearing process. I explained to the parties their options on this hearing including the Tenant withdrawing the Application if she wished, the parties coming to a settlement agreement at the hearing or me hearing the matter and deciding the matter. After further discussion and answering questions, the parties came to a settlement agreement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a conditional Monetary Order and Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant withdraws the Application.
2. The Landlord withdraws the following notices to end tenancy that have been served on the Tenant:
 - a. 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 04, 2019;
 - b. 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 05, 2019; and
 - c. One Month Notice to End Tenancy for Cause dated January 30, 2019.
3. The tenancy will continue on the condition that the Tenant pay the Landlord \$3,350.00 in rent for February and March of 2019 by March 04, 2019. If the Tenant does not pay the Landlord \$3,350.00 by March 04, 2019 for February and March rent:

- a. The tenancy will end pursuant to the conditional Order of Possession which will be effective two days after service on the Tenant; and
- b. The conditional Monetary Order will be effective March 05, 2019.

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

The Landlord is granted a **conditional Order of Possession** effective two days after service on the Tenant. If the Tenant does not pay the Landlord \$3,350.00 by March 04, 2019 for February and March rent, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed and enforced in the Supreme Court as an order of that Court.

The Landlord is granted a **conditional Monetary Order** in the amount of \$3,350.00. If the Tenant fails to pay \$3,350.00 by March 04, 2019 for February and March rent, this Order becomes effective March 05, 2019 and must be served on the Tenant. If the Tenant does 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 *Act*.

Dated: February 14, 2019

Residential Tenancy Branch