



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding REGENT PARK PINNACLE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

OPRM-DR, FFL

Introduction

This teleconference hearing was scheduled in response to applications by both parties under the *Residential Tenancy Act* (the “Act”). The Tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”). The Landlord applied for an Order of Possession based on the 10 Day Notice, for monetary compensation for unpaid rent and utilities, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing as was one of the Tenants. The parties were affirmed to be truthful in their testimony. The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package regarding the Tenant’s application, as well as a copy of the Tenant’s evidence.

The Tenant stated that he did not receive the documents from the Landlord, which the Landlord stated were sent by registered mail. The Landlord provided the registered mail tracking number for the package which he stated included the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence. The tracking number is included on the front page of this decision.

The tracking number was entered on the Canada Post website and confirms delivery to Tenant KL on June 10, 2019. Therefore, I find that both parties were duly served in accordance with Sections 88 and 89 of the *Act*.

During the hearing, the parties reached a settlement agreement which will be outlined below.

Preliminary Matters

As stated, both parties filed an Application for Dispute Resolution. On the Tenant’s application, only Tenant KL was named while the Landlord’s application named Tenants VC and SC. The Landlord stated that Tenants VC and SC were listed as the Tenants on the tenancy agreement which was confirmed by the tenancy agreement submitted into evidence. KL submitted a written statement into evidence in which he outlined that he took over the terms of the tenancy agreement as of May 31, 2018.

The Landlord did not dispute that KL had become a Tenant as well. However, as the Tenants named on the tenancy agreement, I find that Tenants VC and SC have responsibilities through entering into the

tenancy agreement and should be named as parties to this hearing. In the absence of information that would establish that a new tenancy agreement was entered into with Tenant KL, I find that all three parties should be named on this decision.

At the hearing neither party disputed that all three Tenants be named. Therefore, pursuant to Section 64(3)(c) of the *Act*, both applications were amended to name three Tenants; the two Tenants on the tenancy agreement and KL who confirmed that he had become a Tenant.

Settlement Agreement

In accordance with Section 63 of the *Act*, parties may be provided the opportunity to settle the dispute and for an agreement reached to be recorded in the form of a decision and/or order. During the hearing the parties reached the following settlement agreement:

1. The Tenants and any occupants will vacate the rental unit no later than August 16, 2019 at 1:00 pm.
2. The Landlord will be granted an Order of Possession effective August 16, 2019 at 1:00 pm.
3. The Tenants will pay the Landlord a total of \$15,083.74.
4. The parties agree that the amount payable to the Landlord includes outstanding rent and utilities up to July 31, 2019, rent for the period of August 1 to August 16, 2019 and the recovery of the filing fee for the Landlord's Application for Dispute Resolution.
5. The parties agree that the amount agreed upon does not include utilities for August 2019. The Landlord will provide the utility bills to the Tenants for August 2019 when received.
6. In order to uphold the agreed upon monetary payment, the Landlord is granted a Monetary Order in the amount of \$15,083.74.

The parties both confirmed that they were entering into the settlement agreement voluntarily and of their own free will. They both also expressed their understanding that a settlement agreement is final and binding and that the agreement constitutes full resolution of the claims on both Applications for Dispute Resolution.

Conclusion

The parties are ordered to follow the terms of the settlement agreement as outlined above.

As per the settlement agreement, I grant an Order of Possession to the Landlord effective on **August 16, 2019 at 1:00 pm**. This Order must be served on the Tenants. 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.

As per the terms of the settlement agreement and pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$15,083.74**. The Landlord is provided with this Order in the

above terms and the Tenants must be served with this Order as soon as possible. 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: August 08, 2019

Residential Tenancy Branch