



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AXIS ASSET MANAGEMENT
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR, 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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents 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 DP confirmed he was the president of the landlord company named in this application and landlord KL confirmed he was the property manager for the landlord company. Both agents confirmed that they had permission to represent the landlord company at this hearing (collectively "landlord"). This hearing lasted approximately 20 minutes.

Preliminary Issue – Previous Hearings and Service of Documents

This hearing was originally scheduled as a direct request proceeding, which is a non-participatory hearing ("direct request hearing"). A decision, dated August 15, 2019 ("direct request decision"), was issued by an Adjudicator for the direct request proceeding. The direct request decision was based on the landlord's paper application only, with no submissions made by the tenant. The interim decision adjourned the direct request proceeding to this participatory hearing.

The landlord was required to serve the tenant with a copy of the interim decision, the notice of reconvened hearing and all other required documents, within three days of

receiving it, as outlined in the interim decision itself. The tenant confirmed receipt of the above documents from the landlord. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the above documents.

The tenant confirmed receipt of the landlord's original application for the direct request proceeding. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's original 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 all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on October 15, 2019, by which time the tenant and any other occupants will have vacated the rental unit;
 - a. The tenant agreed to notify the landlord if he can vacate the rental unit earlier than October 15, 2019;
2. The landlord agreed to forego all outstanding rent for this tenancy from May 1, 2019 to October 15, 2019 and not to pursue the tenant for any future claims in relation to this issue at the Residential Tenancy Branch;
3. The landlord agreed that the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 27, 2019 ("10 Day Notice"), was cancelled and of no force or effect;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 15, 2019. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 15, 2019. 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.

The landlord's 10 Day Notice, dated May 27, 2019, is cancelled and of no force or effect.

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

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: September 24, 2019

Residential Tenancy Branch