



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ARIAS & ASSOCIATES PROPERTIES,  
LTD. PELLETIER LAW GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPRM-DR FFL

### Introduction, Preliminary and Procedural Matters

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied for an order of possession pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord, for a monetary order for unpaid rent, and for recovery of the filing fee paid for this application.

This application began as an ex-parte application via the Direct Request process and was adjourned to a participatory based on the Interim Decision dated October 11, 2019, which should be read in conjunction with this decision.

This matter was adjourned as the owner of the limited company listed as the landlord (landlord) named the sole proprietor as the respondent/tenant instead of the "[Respondent's last name] Law Group", the name on the written tenancy agreement.

The original arbitrator noted the different names on the written tenancy agreement and the landlord's application for dispute resolution.

At the participatory hearing, the landlord and the sole proprietor attended and the sole proprietor said it was inaccurate to name him instead of his Law Group as a tenant.

As a result, as the sole proprietor was not named on the tenancy agreement, I find it appropriate to amend the landlord's application to name the "[Respondent's last name] Law Group as the respondent. For the purposes of this Decision, however, the sole proprietor will be referred to as "tenant".

During the hearing the parties were given the opportunity to provide their evidence orally and respond to the other's evidence.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences and that I would record their settlement.

### **Settled Agreement**

The landlord and the tenant agreed to a mutual settlement under the following terms and conditions:

1. The tenant agrees to pay the landlord the amount of \$3,200.00 by Friday, November 22, 2019, which is the rent deficiency through October 2019;
2. The tenant agrees and understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to pay the amount of \$3,200.00 by Friday, November 22, 2019, the landlord may serve the order of possession on the tenant for enforcement purposes;
3. The tenant agrees and understands that the landlord will be issued a monetary order in the amount of \$3,200.00, which becomes enforceable if the tenant fails to pay this amount by Friday, November 22, 2019;
4. The tenant agrees to keep the landlord updated on his financial situation which was discussed at the hearing, as to the progress of having access to his funds;
5. The parties agree that the landlord will not serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities until after November 22, 2019, if the landlord is not satisfied with the tenant's update on his financial situation;
6. The tenant acknowledges that the tenant named in the written tenancy agreement owes monthly rent for November 2019; and
7. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

### **Conclusion**

The landlord and the tenant have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit on the condition as set out above.

Based on the settled agreement as outlined above, I provide the landlord with a monetary order for \$3,200.00 which becomes enforceable on the condition as set out above.

As this matter was settled, I am unable to award the landlord recovery of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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: November 18, 2019

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Residential Tenancy Branch