



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WOODSMERE HOLDINGS CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Tenant: CNR  
Landlord: OPR MNRL-S FFL

### **Introduction**

This hearing dealt with applications from both the tenant and the landlord pursuant to the *Residential Tenancy Act* (the *Act*).

The tenant applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46 of the *Act*.

The landlord applied for:

- an Order of Possession for Unpaid Rent, pursuant to sections 46 and 55 of the *Act*;
- a Monetary Order for unpaid rent pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing at the date and time set for these two Applications for Dispute Resolution.

At the outset of the hearing, the parties confirmed information requiring correction to their Applications. As such, pursuant to section 64(3)(c) of the *Act*, I amended: the dispute address to reflect the address as it is noted on the tenancy agreement; added the co-tenant S.Y. who is noted on the tenancy agreement; and added the correct corporate name for the landlord.

As I was unable to find that either party served or provided proof of service of the Notice of Dispute Resolution Proceeding for their Applications, and therefore was unable to proceed with hearing the matter through an arbitration process. However, I provided the parties with an opportunity to discuss their dispute to determine if they may be able to resolve the current issue under dispute through a settlement process.

Issue(s) to be Decided

Should the 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession on the basis of the 10 Day Notice?

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to recover the cost of the filing fee?

Analysis

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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties voluntarily agreed to the following final and binding settlement of the issues currently under dispute at this hearing:

1. The tenants will make payment to the landlord for rental arrears owing as of the date of this hearing of \$4,200.00 and for the recovery of the \$100.00 filing fee, for a total amount of \$4,300.00. In fulfillment of this term of the settlement agreement, the tenants will pay \$2,000.00 to the landlord by no later than 5:00 p.m. on January 31, 2020 and the remaining \$2,300.00 to the landlord by no later than 5:00 p.m. on February 29, 2020. The tenants are directed to clearly indicate the payments towards rental arrears to the landlord and both parties are directed to keep documentation of these transactions to ensure they are accurately recorded.
2. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenant's application for dispute resolution filed on November 8, 2019 and the landlord's application for dispute resolution filed on November 14, 2019. As such, the tenant's application is dismissed in its entirety, the landlord's application is dismissed in its entirety, and the landlord's

10 Day Notice dated November 4, 2019 is cancelled and of no further force or effect.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Monetary Orders dated **January 31, 2020**, and **February 29, 2020** to be served on the tenants by the landlord **only** if the tenants fails to make the agreed upon payment as required by the terms of this settlement agreement. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and be enforced as an Order of that Court. If the tenants only make a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

The tenants' and the landlord's Applications for Dispute Resolution are cancelled in their entirety.

The landlord's 10 Day Notice is cancelled and of no force or effect.

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: January 06, 2020

---

Residential Tenancy Branch