



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayshore Canada Ventures ULC  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNR, OPUM-DR, OPU-DR, FFL**

### **Introduction**

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

The landlord applied for:

- An order of possession pursuant to section 55; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenants applied for:

- Cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”) pursuant to section 46.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by their agents.

As both parties were present service was confirmed. The parties each testified that they were served with the respective materials. Based on the testimonies I find all parties were duly served with the materials in accordance with sections 88 and 89 of the *Act*.

### **Issue(s) to be Decided**

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

Is the landlord entitled to recover their filing fee from the tenant?

### 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 agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The parties agree that this tenancy will continue pursuant to the current tenancy agreement.
2. The parties agree that there is a rent and utility arrear of \$6,836.00 as at May 8, 2020, the date of the hearing.
3. The parties agree that the tenants will make monthly payments of \$500.00 towards the arrear commencing May 30, 2020.
4. The parties agree that the tenants will pay the full amount of the arrears by August 1, 2020.
5. Both parties agree that this tenancy will end if the tenants fail to abide by the payment agreement recorded.
6. Both parties agree that this settlement agreement constitutes a full, final and binding resolution of both applications at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified 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 served on the tenant by the landlord **only** if the tenants fail to abide by the settlement terms recorded above. 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.

I issue a monetary Order in the landlord's favour in the amount of \$6,836.00, to be used **only** in the event that the tenants do not abide by the monetary terms of the settlement agreement outlined above. 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: May 8, 2020

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Residential Tenancy Branch