



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HORIZON TOWERS LTD  
and [tenant name suppressed to protect  
privacy]

## **DECISION**

Dispute Codes      CNR, OLC, FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated March 19, 2020 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for their application, pursuant to section 67.

The landlord's agent ("landlord") and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he is the resident manager for the landlord company named in this application and that he had permission to speak on its behalf. This hearing lasted approximately 43 minutes.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' 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. The tenants agreed to pay the landlord \$5,325.00, which the landlord agreed to accept towards all outstanding rent for the period from March 1 to May 31, 2020, according to the following payment plan:
  - a. \$2,662.50 by June 1, 2020;
  - b. \$2,662.50 by June 19, 2020;
2. The tenants agreed to pay the landlord rent of \$3,500.00, which the landlord agreed to accept towards all outstanding rent for the period from June 1 to July 31, 2020, by July 3, 2020;
3. The tenants agreed to pay the landlord full rent of \$1,775.00 by August 1, 2020;
4. The tenants agreed to pay the landlord full rent of \$1,775.00 by September 1, 2020;
5. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2020, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by conditions 1 AND 2 AND 3 AND 4 of the above settlement;
6. Both parties agreed that this tenancy will end pursuant to a five (5) day Order of Possession, if the tenants do not abide by conditions 1 OR 2 OR 3 OR 4 of the above settlement;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
8. Both parties agreed that the tenants' security deposit of \$887.50 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
9. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

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

I order both parties to comply with all of the above settlement terms.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached five (5) day Order of Possession to be used by the landlord **only** if the tenants do not abide by conditions 1 OR 2 OR 3 OR 4 of the above settlement. The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible after they do not comply with the above agreement. 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.

In the event that the tenants abide by conditions 1 AND 2 AND 3 AND 4 of the above settlement, this tenancy continues only until 1:00 p.m. on September 30, 2020.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$5,325.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants fail to pay the landlord \$5,325.00 as per condition 1 of the above agreement. The tenants must be served with a copy of this Order. 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.

As discussed with the parties during the hearing, if rent is unpaid between June and September 2020, the landlord may apply for a monetary order at the Residential Tenancy Branch, as these amounts were not yet due at the time of this hearing on May 19, 2020.

The tenants must bear the cost of the \$100.00 filing fee paid for their 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: May 19, 2020

---

Residential Tenancy Branch