



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IRVINE VENTURES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL-4M; FFL

Introduction

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

- an order of possession based on the landlord's 4 Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of Rental Unit, dated February 27, 2020 ("4 Month Notice"); and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant DY" and "tenant RF" did not attend this hearing, which lasted approximately 21 minutes. The landlord's two agents, landlord GL ("landlord") and "landlord LO," and tenant JY ("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.

The landlord's two agents confirmed that were property managers for the landlord company named in this application. They confirmed that the landlord company had permission to represent the owner of the rental unit. The tenant confirmed that he had permission to represent his brother, tenant DY, as an agent at this hearing. Both parties agreed that tenant RF had already vacated the rental unit over one year ago.

The tenant intended to call his friend as a witness, and she was excluded from the outset of the hearing. The witness was not recalled by the tenant, as both parties settled this matter between themselves.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenants were duly served with the landlord's application.

The tenant confirmed that he was ready to proceed with the hearing and settle this application even though he only received the landlord's application one week prior to this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the spelling of tenant RF's surname and to correct the rental unit street address. Both parties consented to these amendments during the hearing.

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 September 15, 2020, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants are vacating the rental unit pursuant to the landlord's 4 Month Notice, dated February 27, 2020;
3. Both parties agreed that the tenants are entitled to one month free rent compensation from the landlord from June 1 to 30, 2020, which has already been enforced, pursuant to the landlord's 4 Month Notice and section 51 of the *Act*;
4. The tenants agreed to pay the landlord \$2,000.00, which the landlord agreed to accept for unpaid rent for the period from January 1 to August 31, 2020, excluding June 2020 rent;
 - a. The tenants agreed to pay the landlord \$200.00 per month on the 15th day of each month beginning on September 15, 2020 and until the \$2,000.00 amount is paid off;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. 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

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

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 15, 2020. The tenants must be served with this Order. 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 order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$2,000.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenants do not abide by condition #4 of the above monetary 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.

I order that the tenants are not required to pay any rent to the landlord for the period from June 1 to 30, 2020, which has already been enforced, pursuant to the landlord's 4 Month Notice, dated February 27, 2020.

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: August 17, 2020

Residential Tenancy Branch