



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOWE STREET PROPERTY
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR; CNR, FFT

Introduction

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

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 30, 2020 ("first 10 Day Notice"), pursuant to section 46.

This hearing also dealt with the tenant's second application pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 3, 2021 ("second 10 Day Notice"), pursuant to section 46; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord's three agents, "landlord DB," "landlord SL," and "landlord GC," and the 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. This hearing lasted approximately 40 minutes.

The hearing began at 11:00 a.m. with me and the landlord's three agents present. The tenant called in at 11:01 a.m. I explained to the tenant what occurred in her absence. The hearing ended at 11:40 a.m.

Landlord DB confirmed that he was the property manager and landlord SL and landlord GC both confirmed they were the property manager's assistants. All three landlord agents confirmed that they were employed by the landlord company named in this application and that they had permission to represent it at this hearing.

Landlord DB confirmed receipt of the tenant's two applications for dispute resolution hearing packages and the tenant confirmed receipt of the landlord's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's two applications and the tenant was duly served with the landlord's evidence.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing and they wanted to settle the tenant's two applications.

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 their dispute:

1. The tenant agreed to pay full rent of \$2,725.00 to the landlord by the first day of each month from May 1, 2021 and for the remainder of this tenancy, until the rent is legally changed in accordance with the *Act*;
2. The tenant agreed to pay the landlord rent of \$19,075.00, which the landlord agreed to accept for the period from October 1, 2020 to April 30, 2021, according to the following terms:
 - a. \$500.00 by May 1, 2021;
 - b. \$500.00 by June 1, 2021;
 - c. \$8,000.00 by July 1, 2021;
 - d. \$10,075.00 by August 1, 2021;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions 1 AND 2 above. In that event, the landlord's 10 Day Notice, dated December 30, 2020, is cancelled and of no force or effect;
4. Both parties agreed that this tenancy will end pursuant to a ten (10) day Order of Possession, which expires on April 9, 2022, if the tenant does not abide by conditions 1 OR 2 above;
5. The tenant agreed to bear her own cost for the \$100.00 filing fee paid for her second application;

6. The tenant agreed that this settlement agreement constitutes a final and binding resolution of both her applications at this hearing.

These particulars comprise the full and final settlement of this dispute. 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 settles their dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 40-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached ten (10) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on April 9, 2022** and it cannot be served upon the tenant after **April 9, 2022**. The tenant must be served with this Order in the event that the tenant does not abide by conditions 1 OR 2 of the above settlement. Should the tenant 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 tenant abides by conditions 1 AND 2 of the above settlement, I find that the landlord's 10 Day Notice, dated December 30, 2020, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

In order to implement the above settlement reached between the parties, and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$19,075.00, the current amount owing for rent until April 2021. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$19,075.00 as per condition 2 of the above agreement. The tenant must be served with a copy of this Order. Should the tenant 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.

The landlord is at liberty to apply for a monetary order for any future unpaid rent from May 1, 2021 onwards, if applicable.

The tenant must bear her own cost for the \$100.00 filing fee paid for her second application.

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

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: April 09, 2021

Residential Tenancy Branch