



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MENETHIL PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPT, FFT, OPM, OPB, FFL

### Introduction

On August 5, 2021, the Tenant made an Application for Dispute Resolution seeking an Order of Possession pursuant to Section 54 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*. For ease of reference, this dispute address has been noted as Unit 1 on the first page of this Decision.

The property management company, listed as a Respondent in this Application, acted as an agent for the previous owner of Unit 1 in the Tenant’s Application.

As well, this company also represents a different landlord of another rental unit involving the same Tenant. For ease of reference, this dispute address has been noted as Unit 2 on the first page of this Decision.

On August 20, 2021, this property management company on behalf of O.B., the owner of Unit 2 where the Tenant currently resides in, made an Application for Dispute Resolution seeking an Order of Possession based on a mutual agreement of this rental unit pursuant to Section 55 of the *Act*, seeking an Order of Possession based on breach of a vacate clause of this rental unit pursuant to Section 55 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*. This Application was combined with the Tenant’s Application as part of a settlement agreement. In this Application, as the property management company listed O.B. as the Applicant, and as this Application was combined with the Tenant’s Application, the Style of Cause was amended to include O.B. as a Respondent as well.

The Tenant attended the hearing. D.C. attended the hearing as an agent for the

property management company listed as a Respondent in this Application. J.K. attended the hearing as counsel for the property management company.

K.A. attended the hearing as the new owner of Unit 1. While he was not named as a Respondent in the Tenant's Application, all parties agreed to amend this Application to have him added as a Respondent to these disputes.

At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance, with the exception of J.K., provided a solemn affirmation.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will remain in possession of Unit 2 but must give up vacant possession of that rental unit on **September 30, 2021 at 1:00 PM**.

2. If condition 1 is breached, O.B. and the property management company are granted an Order of Possession that will be effective after service of the Order on the Tenant.
3. O.B. and/or the property management company will not seek September 2021 rent in the amount of **\$2,000.00** for Unit 2. The Tenant may withhold this rent.
4. The parties agreed that the tenancy agreement involving Unit 1, that is the subject of the Tenant's Application was over, and the Tenant withdrew this Application.
5. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of these disputes.

### Conclusion

The parties reached a full and final settlement agreement in resolution of these disputes. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the O.B. is granted a conditional Order of Possession of Unit 2 effective on **September 30, 2021 at 1:00 PM** after service of the Order on the Tenant if the Tenant fails to comply with condition 1 of this settlement agreement. 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.

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 27, 2021

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Residential Tenancy Branch