



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Skyline Living
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, OPR, MNDCL-S, FFL**

Introduction

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

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and losses pursuant to section 67; and
- authorization to recover the filing fee from the tenants pursuant to section 72.

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 agent (the "landlord"). The tenants attended, as did a family member for one of the named respondents.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The tenants testified that they received the landlord's materials and said they had not served the landlord with any of their evidence. The landlord confirmed they have not received the tenants' evidentiary materials. Based on the testimonies I find the tenants duly served in accordance with sections 88 and 89 of the *Act*. I find that the tenants did not serve the landlord with their materials in accordance with the *Act* or at all and pursuant to Residential Tenancy Rule of Procedure 3.17 and the principles of procedural fairness these materials were not considered.

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. This tenancy will end on 12:00pm October 28, 2021 by which time the tenants and any other occupant will have vacated the rental unit.
2. The tenants will pay the landlord the amount of \$16,014.00 in two installments: \$8,000.00 by October 8, 2021 and \$8,014.00 by October 31, 2021.
3. The parties agree that should the tenants fail to make payment on the dates required as agreed the landlord may serve and enforce the Order of Possession.
4. The parties agree that this settlement agreement constitutes a full, final and binding resolution of the landlord's application 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 above noted settlement agreement, and as discussed with them during the hearing, I grant an Order of Possession to the landlord, effective **October 28, 2021 at 12:00 pm**. The landlords are provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenants or any occupant on the premises fails to provide vacant possession in accordance with the settlement terms. 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.

To give effect to the settlement agreement, I issue a monetary order in the landlord's favour in the amount of \$16,014.00. If the tenants fail to make payment in accordance

with the agreed upon schedule, the tenants must be served with this Order as soon as possible. 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: October 5, 2021

Residential Tenancy Branch