



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDCT, DRI, RR, LRE, OLC, FFT

Introduction

This matter commenced on October 18, 2021 and I made a final decision on the same date. The Decision should be read in conjunction with this Decision.

On October 28, 2021, the tenant filed for a review on the basis of new and relevant evidence and fraud. The Arbitrator who considered the application for review made no findings of new or relevant evidence or fraud; however, determined this matter should be considered by myself, the original Arbitrator. Which I note is not the purpose of a review application as they must make their own finding to support a new hearing. However, I have addressed the concerns of both parties by a limited hearing.

On November 29, 2021, both parties appeared.

In this case, the original tenancy agreement was signed in 2017 and was a residential tenancy agreement between the landlord, and the tenants LN and DP. LN was a director of the landlord's company at that time and the agreement was signed by LN as a landlord and a second representative of the landlord's company.

There have been multiple agreements signed since the 2017 agreement that the tenant did not disclose at the original hearing, which they should have disclosed. These additional agreements include a commercial agreement for a portion of the property and changing the names of the tenants LN and DP to their own individual company names. The director LN of the landlord's company signed these agreements without a second representative from the landlord's company.

After discussing the circumstance of this file and requirements for both parties, a settlement agreement was made that relates to the order of possession and the monetary order that I had issued at the original hearing. I have set aside these orders and a new order of possession will be granted for a later date.

1. The parties agreed that the tenancy will end on May 31, 2022. This means the tenant named in this application, any company that they own or operate as a business out of the premises, and any guest or occupant must vacate by the agreed upon date.
2. The tenant confirmed they have not subleased the property to any other party or company and will not enter into any agreement to sublease.
3. The parties agreed that the issue of rent will be determined by the Supreme Court as this is related to an issue before them, specifically the \$18,500.00 payment by the tenant's company. It will be sole discretion of the Supreme Court to determine if they will consider this issue, if they determine appropriate, or refer this issue back to Residential Tenancy Branch once that financial issues are resolved.

Conclusion

I confirm all preliminary matter that are in the introduction and I set aside the balance of Decision to encompass this settlement agreement. The original order of possession and monetary order are set aside. The landlord is granted a new order of possession effective May 31, 2022.

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: December 6, 2021

Residential Tenancy Branch