



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **MNR-DR, OPR-DR, FFL**

**CNR, OLC**

### Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the *Residential Tenancy Act* (the "Act").

The landlord applied for:

- A monetary order for unpaid rent, by direct request, pursuant to sections 26 and 67;
- An order of possession for unpaid rent, by direct request, pursuant to sections 46 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant applied for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

The tenant attended the hearing and the landlord was represented at the hearing by property manager, HG ("Landlord"). As both parties were present, service of document was confirmed. Each party acknowledged service of one another's Notice of Dispute Resolution Proceedings package and stated they had no issues with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules"). The parties were informed that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance

Enforcement Unit for the purpose of an investigation and potential fine under the Act. Both parties confirmed that they were not recording the hearing.

Issue(s) to be Decided

Should the notice to end tenancy be upheld or cancelled?

Background and Evidence

During the hearing, it was revealed that there had been a previous hearing regarding this tenancy that this property manager representing the landlord was unaware of. Both parties advised that it would be in the best interest of both parties if I were to investigate the outcome of the previous hearing. The file number for the previous hearing is recorded on the cover page of this decision.

I read the decision dated August 26, 2021 to the parties. The landlord's application for an Order of Possession was denied as the arbitrator was not satisfied the tenant had been sufficiently served with the notice to end tenancy. Further, the previous arbitrator awarded the landlord arrears in rent for the months of March to August 2021 in the amount of \$9,000.00, plus the filing fee of \$100.00. The arbitrator did not award the landlord compensation for parking, returned cheque charges and hydro chargebacks but allowed the landlord the ability to apply for these losses.

At the hearing before me, the landlord testified that the tenant has paid rent for the month of September, 2021, but rent for October onwards has not been paid. The tenant acknowledges the same but argues that the previous property manager refused his rent payments.

Settlement Reached

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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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. The parties acknowledge that the previous arbitrator's award of monetary compensation in the amount of \$9,000.00 deals with the tenant's arrears from March 01, 2021, to August 31, 2021.
2. The parties acknowledge that rent for the month of September 2021 has been paid.
3. The parties agree that the tenant is in arrears of rent for the period from October 1, 2021, to February 28, 2022 in the amount of \$7,500.00.
4. The tenant agrees to pay \$4,500.00 of the \$7,500.00 arrears by February 28th, 2022, and an additional \$500.00 towards those arrears by March 5, 2022.
5. The landlord agrees that rent for the month of March in the amount of \$1,500.00 may be paid by midnight on March 5, 2022.
6. Moving forward, the tenant is to pay \$1,500.00 rent plus an additional payment of \$500.00 per month towards the \$7,500.00 arrears on the first day of each month thereafter.
7. The notice to end tenancy is cancelled and of no further force or effect.

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

### Conclusion

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 \$7,500.00. The landlord is at liberty to file the monetary order at the Provincial (Small Claims) Court should the tenant fail to make any of the payments of arrears as set out in the schedule above.

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: February 24, 2022

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Residential Tenancy Branch