



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE BENCHMARK REALTY  
CORP. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR-DR, MNR-DR, FFL; CNR, OLC, FFT

### Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 7, 2022 ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The landlords' agent and the two tenants (male and female) 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 31 minutes.

The landlords' agent and the two tenants confirmed their names and spelling. The landlords' agent and the female tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlords' agent confirmed that he was the property manager for the landlord company named in the tenants' application and that he had permission to speak on its behalf. The landlords' agent stated that he also had permission to represent the individual landlord owner named in the landlords' application, at this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. The landlords' agent and the two tenants all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences to both parties. I informed them that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Both parties stated that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to voluntarily settle both applications. Neither party made any adjournment or accommodation requests.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

### 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 all issues currently under dispute at this time:

1. The tenants agreed to pay the landlords full May 2022 rent of \$5,075.00 total, by May 1, 2022;
2. The tenants agreed to pay the landlords unpaid rent of \$20,300.00 total (\$5,075.00 x 4 months), for the period from January 1 to April 30, 2022, by April 25, 2022;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on May 30, 2022, by which time the tenants and any other occupants will have vacated the rental unit,

in the event that the tenants abide by conditions 1 AND 2 of the above settlement;

4. Both parties agreed that this tenancy will end pursuant to a five (5) day Order of Possession, if the tenants do not abide by conditions 1 OR 2 OR 3 of the above settlement;
5. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for both applications;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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 settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 31-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. Both parties were given ample time to think about, review, and discuss the terms of this settlement with each other, during this hearing.

### Conclusion

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

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached five (5) day Order of Possession to be used by the landlord(s) **only** if the tenant(s) do not abide by conditions 1 OR 2 OR 3 of the above settlement. The landlord(s) are provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after they do not comply with the above agreement. Should the tenant(s) 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(s) abide by conditions 1 AND 2 of the above settlement, this tenancy continues only until 1:00 p.m. on May 30, 2022.

The landlords' 10 Day Notice, dated January 7, 2022, is cancelled and of no force or effect.

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 landlords' favour in the amount of \$20,300.00, the current amount of rent owing for this tenancy. I deliver this Order to the landlord(s) in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord(s) \$20,300.00 as per condition 2 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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.

Both parties must bear their own costs for the \$100.00 filing fees paid for both applications.

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 07, 2022

---

Residential Tenancy Branch