



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 OPC, MNRL-S, FFL

Introduction

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

- an order of possession for cause, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent and the tenant 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 42 minutes.

This hearing began at 9:30 a.m. with me, the landlord's agent, and the tenant present. I asked the landlord's agent and the tenant to disconnect from the hearing and call back because I was unable to hear properly with the echoing and feedback from the telephone lines. The landlord's agent and the tenant disconnected at 9:33 a.m., the landlord's agent called back at 9:34 a.m. and the tenant called back at 9:35 a.m. The echoing and feedback continued from the tenant's telephone line when she called back but she periodically muted her telephone line when she was not speaking, to minimize the disruption. This hearing ended at 10:12 a.m.

The landlord's agent and the tenant confirmed their names and spelling. They both provided their email addresses for me to send this decision to both parties after this hearing.

The landlord's agent confirmed that he is the property manager for the landlord company ("landlord") named in this application. He said that the landlord is the agent

for the owner. He said that he had permission to represent the landlord and the owner at this hearing. He provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord’s agent and the tenant both separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. They had an opportunity to ask questions, which I answered. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The tenant confirmed receipt of the landlord’s application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord’s application.

The tenant confirmed that she did not provide any evidence for this hearing.

The tenant confirmed receipt of the landlord’s One Month Notice to End Tenancy for Cause, dated January 13, 2022 (“1 Month Notice”). In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord’s 1 Month Notice.

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. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2022, by which time the tenant and any other occupants will have vacated the rental unit;

2. The tenant agreed to pay the landlord \$6,061.00 total, which the landlord agreed to accept for all unpaid rent until July 31, 2022, according to the following payment plan:
 - a. Both parties agreed that the landlord is entitled to retain the tenant's entire security deposit of \$405.00 towards the above amount;
 - b. The landlord understands and agrees to the consequences of retaining the tenant's security deposit towards unpaid rent, prior to the end of this tenancy, rather than dealing with it at the end of this tenancy as per section 38 of the *Act*;
 - c. The tenant agreed to pay the landlord \$300.00 per month, by the last day of each month, until the remaining unpaid rent balance of \$5,656.00 is paid off;
 - d. Both parties agreed that the tenant is entitled to pay the landlord more than \$300.00 per month, if the tenant's financial situation allows her to do so;
 - e. Both parties agreed that the tenant is entitled to make the above payments to the landlord, by way of cash or money order;
 - f. The landlord agreed to provide the tenant with rent receipts for any above payments made by cash;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application 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.

During the hearing, I repeatedly confirmed the above settlement terms with both parties. Both parties repeatedly affirmed, under oath, that they were agreeable to the above settlement terms and that they understood they were legal, final, binding and enforceable. Both parties repeatedly affirmed, under oath, that they agreed and understood that they could not change the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 42-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

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 Order of Possession effective at 1:00 p.m. on July 31, 2022, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. 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.

I order the landlord to retain the tenant's entire security deposit of \$405.00.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$5,656.00, the current balance of rent due, after the security deposit was applied above. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$5,656.00 as per condition #2 of the above agreement. The tenant must be served with this Order. Should the tenant 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.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

The landlord's 1 Month Notice, dated January 13, 2022, is cancelled and of no force or effect.

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: July 05, 2022

Residential Tenancy Branch