



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GUR KIRPA DEVELOPMENT
LTD. and [tenant name suppressed to protect privacy]

DECISION

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

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 also dealt with the tenants' application pursuant to the *Act* for:

- cancellation of the landlords' Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 23, 2022 ("10 Day Notice"), pursuant to section 46.

Landlord TB ("landlord") and the two tenants, tenant CC ("tenant") and "tenant MC," 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 30 minutes from 11:00 a.m. to 11:30 a.m.

The landlord confirmed his name and spelling. The tenant confirmed the names and spelling for her and tenant MC. The landlord provided his mailing address, and the tenant provided her email address for me to send this decision to both parties after the hearing.

The landlord confirmed that he was the project manager and co-owner with his father, for the landlord company named in both applications. He stated that he had permission to speak on behalf of his father and the landlord company at this hearing. He provided the rental unit address. The landlord and the landlord company are collectively referred to as "landlords" in this decision.

The tenant confirmed that she had permission to speak on behalf of tenant MC at this hearing (collectively “tenants”). Tenant MC did not testify at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* does not permit recording of this hearing by any participant. At the outset of this hearing, the landlord affirmed, under oath, that he would not record this hearing. At the outset of this hearing, the tenant affirmed, under oath, that neither she, nor tenant MC, would 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 confirmed that they had their own lawyers, who they could ask for legal advice. 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 section 89 of the *Act*, I find that both parties were duly served with the other party’s application.

Pursuant to section 64(3)(c) of the *Act*, I amend both parties’ applications to correct the spelling of the landlord’s surname and tenant MC’s first name. Both parties consented to these amendments during this hearing. I find no prejudice to either party in making these amendments.

The tenant provided her driver’s license number at the landlord’s request during this hearing. The tenant provided her forwarding address to the landlord during this hearing, as noted on the cover page of this decision.

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 \$19,500.00 total, which the landlords agreed to accept towards all outstanding rent for this tenancy until September 30, 2022, and \$300.00 towards the pet damage deposit;
2. The tenants agreed to pay the landlords \$5,000.00 by September 5, 2022, by way of a bank draft to be sent by registered mail to the landlords' mailing address, which was confirmed by both parties during this hearing and is noted on the cover page of this decision;
3. The tenants agreed to pay the landlords \$14,500.00 by September 18, 2022, by way of a bank draft to be sent by registered mail to the landlords' mailing address, which was confirmed by both parties during this hearing and is noted on the cover page of this decision;
4. Both parties agreed that this tenancy will end by 1:00 p.m. on September 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 2 AND 3 of the above settlement;
5. Both parties agreed that this tenancy will end pursuant to a three (3) day Order of Possession, if the tenants do not abide by conditions 2 OR 3 of the above settlement;
6. The landlords agreed to bear their own cost for the \$100.00 filing fee paid for their application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both 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 30-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.

The tenant affirmed that she had permission to make this agreement on behalf of tenant MC. Tenant MC is also legally bound by all of the above settlement terms in this agreement.

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 three (3) day Order of Possession to be used by the landlord(s) **only** if the tenant(s) do not abide by conditions 2 OR 3 of the above settlement. The tenant(s) must be served with this Order. 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 2 AND 3 of the above settlement, this tenancy continues only until 1:00 p.m. on September 30, 2022.

The landlords' 10 Day Notice, dated April 23, 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 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) \$19,500.00 as per the above agreement. The tenant(s) must be served with 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.

The landlords must bear their own cost for the \$100.00 filing fee paid for their application.

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: August 26, 2022

Residential Tenancy Branch