



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This hearing dealt with the landlord's application, filed on August 18, 2022, 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 its application, pursuant to section 72.

This hearing also dealt with the tenant's application, filed on July 26, 2022, pursuant to the *Act* for:

- cancellation of the landlord's Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, dated July 20, 2022 ("10 Day Notice"), pursuant to section 46.

The landlord's two agents, "landlord MG" and "landlord MA," 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 53 minutes from 9:30 a.m. to 10:23 a.m.

All hearing participants confirmed their names and spelling. Landlord MG and the tenant provided their email addresses for me to send this decision to them after the hearing.

Landlord MG confirmed that she is the director of operations and quality assurance for the landlord company ("landlord") named in this application. Landlord MA confirmed that he is the property manager for the landlord. Landlord MG stated that the landlord is an agent for the owner of the rental unit. Both landlord agents confirmed that they had permission to represent the landlord and owner of the rental unit, at this hearing. Landlord MG identified herself as the primary speaker for the landlord at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants 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. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

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.

The tenant confirmed receipt of the landlord’s 10 Day Notice. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the landlord’s 10 Day 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 their dispute:

1. The tenant agreed to pay the landlord outstanding rent and parking of \$2,840.00 by January 15, 2023;
2. The tenant agreed to pay full rent of \$2,600.00 and parking of \$120.00 to the landlord by the first day of each month from December 1, 2022 and for the remainder of this tenancy, unless the rent is legally changed in accordance with the *Act*;
3. Both parties agreed that this tenancy will continue as per the terms of the original tenancy agreement in the event that the tenant abides by conditions 1 AND 2

above. In that event, the landlord's 10 Day Notice, dated July 20, 2022, is cancelled and of no force or effect;

4. Both parties agreed that this tenancy will end pursuant to a thirty (30) day Order of Possession, which expires on November 29, 2023, if the tenant does not abide by conditions 1 OR 2 above;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for its application;
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 this dispute. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed at the hearing that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles their dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 53-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample and additional time during this hearing to think about, discuss, negotiate, and decide whether to settle this application.

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 thirty (30) day Order of Possession to be used by the landlord **only** if the tenant does not abide by conditions 1 OR 2 of the above settlement. As advised to both parties during the hearing, this **ORDER OF POSSESSION EXPIRES on November 29, 2023**, and it cannot be served upon the tenant after **November 29, 2023**. The tenant must be served with a copy of 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.

In the event that the tenant abides by conditions 1 AND 2 of the above settlement, I find that the landlord's 10 Day Notice, dated July 20, 2022, is cancelled and of no force or effect. In that event, this tenancy continues as per the terms of the original tenancy agreement until it is ended in accordance with the *Act*.

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 \$2,840.00, the current amount of rent owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fail to pay the landlord \$2,840.00 as per condition 1 of the above agreement. The tenant must be served with a copy of 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.

If future rent and parking is unpaid by the tenant, the landlord is at liberty to apply to the RTB for a monetary order.

The landlord must bear the cost of the \$100.00 filing fee paid for its 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: November 29, 2022

Residential Tenancy Branch