



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PRIMEX FUND (2) GP LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, RP, OLC, FFT

### Introduction and Preliminary Matters

On October 12, 2022, the Tenant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking a repair Order pursuant to Section 32 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

M.M. and C.T. attended the hearing as agents for the Landlord. Tenant M.R. attended the hearing with an interpreter; however, the interpreter refused to divulge her identity, and she then advised that she was not permitted to represent the Tenants in this capacity. This person ended the conference call after informing the Tenant to have another party attend the hearing as the Tenants’ representative. The hearing commenced and the Tenant called back approximately 10 minutes later, with S.R. attending as an advocate for the Tenant.

I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed, and submissions were made with respect to the Notice. However, the parties turned their minds to reaching a full and final settlement

agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision, the Order of Possession, and the conditional Monetary Order that accompanies it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The 10 Day Notice to End Tenancy for Unpaid Rent of October 7, 2022 is cancelled and of no force or effect.
2. The Tenants will maintain possession of the rental unit until **December 31, 2022 at 1:00 PM**.
3. The Tenants must give up vacant possession of the rental unit on **December 31, 2022 at 1:00 PM**. An Order of Possession will be awarded to the Landlord for this date.
4. The Tenants must pay to the Landlord the sum of **\$1,200.00**, on December 1, 2022, for December 2022 rent.
5. Should the Tenants not comply with condition four of this settlement, a conditional Monetary Order will be awarded to the Landlord in this amount.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final

settlement of this dispute.

### Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision, and in recognition of the settlement agreement, I hereby Order that the 10 Day Notice to End Tenancy for Unpaid Rent of October 7, 2022 to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on December 31, 2022 after service of this Order** on the Tenants. Should the Tenants or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Landlord is also provided with a conditional Monetary Order in the amount of **\$1,200.00** to serve and enforce upon the Tenants, if necessary. The Order must be served on the Tenants by the Landlord. Should the Tenants 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. This Order will not be enforceable should the Tenants pay this amount to the Landlord.

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 28, 2022

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Residential Tenancy Branch