



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) for an early end to this tenancy. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to discuss this matter with one another. The confirmed that the landlord handed another occupant/co-tenant a copy of the landlord's dispute resolution and written evidence packages on February 6, 2014. I am satisfied that the tenant has been served with these packages in accordance with sections 89 and 90 of the *Act*.

In accordance with the powers delegated to me to correct minor errors in an application, I have revised the dispute address as the landlord's agent (the landlord) had inadvertently referred to the dispute address as a Street instead of an Ave.

Issues(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

This six-month fixed term tenancy commenced on November 1, 2013 and is scheduled to end on April 30, 2014. Monthly rent is set at \$800.00, payable in advance on the 31st (or last day) of each month, plus utilities. The landlord continues to hold the tenant's \$400.00 security deposit paid on October 30, 2013.

The landlord applied for an early end to tenancy on the basis of alleged illegal activity occurring at the rental unit. The parties also agreed that the tenant has not paid her monthly rent for the past two months.

Analysis

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 or an order. During the

hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding settlement of all issues currently under dispute under the following terms”

1. The tenant agreed to pay the following sums to the landlord (i.e., the landlord's agent) by the following dates in order to continue this tenancy:
 - a) a payment of \$800.00 on February 28, 2014;
 - b) a payment of \$200.00 on March 5, 2014;
 - c) a payment of \$200.00 on March 19, 2014; and
 - d) a payment of \$400.00 on March 20, 2014.
2. Both parties agreed that if the tenant abides by the monetary terms of this settlement agreement as outlined above that this tenancy will continue until 1:00 p.m. on April 1, 2014, by which time the tenant and anyone on the premises will have vacated the rental unit.
3. Both parties agreed that in the event that the tenant does not abide by the monetary terms of this settlement agreement as outlined above, this tenancy will end within 2 days of the date of the tenant's default and the tenant and anyone on the premises will vacate the rental unit within 2 days..
4. The landlord agreed to waive the landlord's right to claim for any unpaid rent or loss of rent owing for the final month of this fixed term tenancy agreement, April 2014, if the tenant abides by the terms of this settlement agreement and vacates the rental unit by April 1, 2014.
5. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession effective April 1, 2014, to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by 1:00 p.m. on April 1, 2014, as set out in their agreement. I also issue a conditional 2-day Order of Possession to the landlord to be used **only** in the event that the tenant does not comply with the monetary terms of their agreement **and** fails to vacate the rental premises within 2 days in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises in accordance with their agreement. Should the tenant and anyone 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.

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 \$1,600.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the monetary terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: February 17, 2014

Residential Tenancy Branch

