



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for an "other" remedy. The landlord's "other" remedy sought is an order of possession on the basis of a fixed-term tenancy agreement.

The tenant appeared. The landlord appeared with his agent.

In the course of the hearing the parties were able to agree to an end to this tenancy.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle this dispute under the following final and binding terms:

1. The landlord agreed to withdraw his application.
2. On or before 8 February 2016, the tenant agreed to pay to the landlord \$13,000.00 for her use and occupation of the rental unit for the period 16 January 2016 to 29 February 2016.

3. The parties agree that if the tenant satisfies clause 2 of this agreement, the related file application scheduled for 24 February 2016 will be cancelled.
4. On or before 1 March 2016, the tenant agreed to pay to the landlord \$8,750.00 for her use and occupation of the rental unit for the period 1 March 2016 to 31 March 2016.
5. The tenant agreed to provide possession of the rental unit to the landlord on or before one o'clock in the afternoon on 31 March 2016.
6. The parties agree that the landlord currently holds a security deposit in the amount of \$2,709.00.

The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The landlord's application is withdrawn.

The monetary orders are to be used if the tenant does not pay these amounts to the landlord in accordance with their agreement. The landlord is provided with these orders in the above terms and the landlord should serve the tenant with these orders so that the landlord may enforce it in the event that the tenant does not pay the amounts as set out in their agreement. Should the tenant(s) 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.

The attached order of possession is 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 this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: February 01, 2016

Residential Tenancy Branch

