



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession at the completion of a fixed-term tenancy pursuant to section 55; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant and the landlord's agents attended.

In the course of the hearing the parties were able to reach an agreement on outstanding matters beyond the scope of the landlord's application as filed and agreed to record that agreement as a settlement record of the Residential Tenancy Branch.

Background

On or about 19 June 2015, the parties entered into a fixed-term tenancy agreement beginning 1 July 2015 and ending 31 December 2015. Monthly rent of \$850.00 was due on the first. The landlord continues to hold the tenant's security deposit in the amount of \$425.00.

The tenancy agreement provided that at the completion of the fixed term the tenancy ended and the tenant was required to vacate the rental unit. The tenant has not yet vacated the rental unit.

The tenant paid for her use and occupancy of the rental unit for January 2016. The tenant has not paid any amount towards her use and occupancy of the rental unit for February or March 2016.

Settlement Record

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 their dispute under the following final and binding terms:

1. The landlord agreed to withdraw his application.
2. The tenant agreed to pay to the landlord \$2,650.00 on or before 31 March 2016:
 - a. \$100.00 for the landlord's filing fee.
 - b. \$850.00 for the tenant's use and occupancy of the rental unit for February 2016.
 - c. \$850.00 for the tenant's use and occupancy of the rental unit for March 2016.
 - d. \$850.00 for the tenant's use and occupancy of the rental unit for April 2016.
3. If the tenant does not pay \$2,650.00 to the landlord in accordance with clause 2 of this agreement:
 - a. The tenant agrees to provide possession of the rental unit to the landlord on or before 1300 on 31 March 2016.
 - b. The tenant agrees to pay to the landlord \$1,800.00:
 - i. \$100.00 for the landlord's filing fee.
 - ii. \$850.00 for the tenant's use and occupancy of the rental unit for February 2016.
 - iii. \$850.00 for the tenant's use and occupancy of the rental unit for March 2016.

4. If the tenant pays \$2,650.00 to the landlord in accordance with clause 2 of this agreement:
 - a. The landlord agrees to extend possession of the rental unit to 1300 on 30 April 2016.
 - b. The tenant agrees to provide possession of the rental unit to the landlord on or before 1300 on 30 April 2016.

The parties stated that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

I informed the parties that I would issue two monetary orders; however, on reflection, the landlord only requires one in the amount of \$1,800.00.

The landlord is provided with two orders of possession. One is to be used if the tenant is not able to pay the full amount agreed to in clause 2 and is effective at 1300 on 31 March 2016 (the March Order of Possession). The second is to be used if the tenant is able to pay the full amount agreed to in clause 2 and is effective at 1300 on 30 April 2016 (the April Order of Possession). The landlord should serve the March Order of Possession immediately; however, if the tenant does pay the full amount in clause 2 the landlord must not enforce the March Order of Possession and may only serve and enforce the April Order of Possession.

Conclusion

The landlord's application is withdrawn.

The monetary order is to be used if the tenant does not pay \$1,800.00 to the landlord 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 pay the outstanding rent 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 orders of possession are to be used by the landlord in accordance with this agreement. The landlord is provided with these orders in the above terms. Should the tenant fail to comply with the orders, either 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: March 24, 2016

Residential Tenancy Branch

