



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 for an early end to this tenancy and an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the Act).

The tenant and landlord both appeared. The tenant's advocate attended. The landlord's agent attended.

Background to Settlement

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.

At the commencement of the hearing I informed the parties that applications before the Residential Tenancy Branch may be resolved in one of two ways: mediation or adjudication.

In applications such as these, if in the course of mediation parties are able to reach an agreement as to terms under which the tenancy would continue or terms under which the tenancy would end, that settlement is recorded as a decision of the Residential Tenancy Branch and any order necessary to implement the settlement is issued by the Branch and has the same force and effect as if it were issued as a result of adjudication.

I informed the parties that settlement discussions occur on a "without prejudice basis", which means that I understand that parties may make concessions that do not have to do with admission of any liability or waiver of any right, but have to do with personal, business, or other pragmatic reasons and a desire to reach a mutually agreed to solution to the problems in the tenancy. I informed the parties that in the course of a mediated outcome, I would not hear evidence, but that if the mediation was unsuccessful, the hearing would convert to the adjudicative model and I would hear evidence at that time.

I informed the parties that the alternate mode of dispute resolution available to them was adjudication. In the course of adjudication I am provided testimony and documentary evidence from which I make findings of fact. Those facts are applied to the law in order to reach a determination on the entitlement between the parties.

I informed the parties that the advantage to mediation was that the parties were able to tailor a specific remedy to the particulars of their circumstances. I informed the parties that the disadvantage to mediation was that it required the parties to reach a mutual agreement and that if the parties were too far apart that this might not be possible.

The parties were given an opportunity to ask any questions of me regarding the two models of dispute resolution. I answered all questions asked of me.

At the advocate's request, the landlord's agent provided a brief summary of the allegations against the tenant. I informed the parties that because of the mediation/arbitration model used by the Residential Tenancy Branch, I would not remain present for any further discussion of the proposed evidence. I also informed the parties that the disclosure obligation before the Residential Tenancy Branch is limited to documents on which the party intends to rely.

The parties elected to participate in mediation. Through mediation were able to reach an agreement as to terms under which the tenancy would end.

Recorded Settlement

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. The parties did not admit any specific conduct that resulted in the end to this tenancy, but agreed to this mutual end to the tenancy. During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to provide possession of the rental unit to the landlord on or before 1300 on 30 June 2016.
2. The landlord agreed to abandon any claim to June's rent.
3. The tenant agreed that for the remainder of the tenancy, he would not have any contact with the landlord's spouse.

4. The tenant agreed that for the remainder of the tenancy, his main contact would be the landlord's agent. The landlord's agent's telephone number is on the covering page to this decision.
5. The parties agreed that this settlement resolved the issues of the end to tenancy and June's rent, but did not prejudice either party's right to bring other claims.

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

Conclusion

The attached order of possession is to be used by the landlord in accordance with the terms of this 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: June 23, 2016

Residential Tenancy Branch