



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, LRE, O, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated July 25, 2016 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, TV ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she was the managing broker for the "landlord company" named in this application and that she had authority to represent it as an agent at this hearing. This hearing lasted approximately 27 minutes in order to allow both parties to negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

At the outset of the hearing, the landlord consented to amending the tenant's application to include the full name of the landlord company, rather than an abbreviated version as originally indicated on the tenant's application and the 1 Month Notice. Accordingly, the landlord company name is amended as per section 64(3)(c) of the *Act*.

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 a portion of their dispute.

Both parties agreed to the following final and binding settlement of a portion of their dispute:

1. The landlord agreed to cancel the 1 Month Notice, dated July 25, 2016;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on October 31, 2016, by which time the tenant and any other occupants will have vacated the rental unit;
3. The landlord agreed to provide the tenant with at least 24-hours written notice as per section 29 of the *Act*, to be served in accordance with section 88 of the *Act*, prior to any entry into the rental unit, and not to enter the rental unit otherwise;
4. Both parties agreed that the tenant will directly contact the landlord's managing broker who attended this hearing (her full name appears on the front page of this decision) if any entry occurs contrary to condition #3 of this settlement agreement and that the landlord will deal with the matter upon notification from the tenant;
 - a. The landlord's managing broker provided her direct contact information to the tenant during this hearing.

These particulars comprise the full and final settlement of a portion of this dispute. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settles a portion of this dispute.

The landlord testified that she agreed and understood that she was making this settlement agreement as an agent on behalf of the landlord company named in this application.

The parties were unable to reach a settlement regarding the \$100.00 filing fee that the tenant paid for this application. The parties asked that I make a decision about this claim. The filing fee is a discretionary award that is usually issued to a successful party after a full hearing on its merits. As this matter settled and I was not required to have a

full hearing on its merits, I find that the tenant is not entitled to recover \$100.00 filing fee from the landlord.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2016. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on October 31, 2016. 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.

The landlord's 1 Month Notice, dated July 25, 2016, is cancelled and of no force or effect.

The tenant's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: September 29, 2016

Residential Tenancy Branch