



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, OPR, FF

Introduction

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

- an early end to this tenancy and an order of possession, pursuant to section 56;
- an order of possession for unpaid rent, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the female tenant attended the hearing and were each given a full opportunity to be heard and to make submissions. The female tenant confirmed that she had authority to represent the male tenant named in this application, as an agent at this hearing. This hearing lasted approximately 29 minutes in order to allow both parties to fully engage in settlement negotiations.

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, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The female tenant agreed that the male tenant will not be residing at the rental unit at any time between November 18, 2016 and December 15, 2016;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on December 15, 2016, by which time the tenants and any other occupants will have vacated the rental unit, in the event that the tenants abide by condition #1 of the above settlement;

- a. In that event, the landlord's 10 Day Notice To End Tenancy for Unpaid Rent or Utilities, dated October 16, 2016 ("10 Day Notice") and 1 Month Notice to End Tenancy for Cause, dated October 16, 2016 ("1 Month Notice"), are cancelled and of no force or effect;
3. Both parties agreed that this tenancy will end pursuant to a five (5) day Order of Possession, if the tenants do not abide by condition #1 of the above settlement;
4. The female tenant agreed to pay the landlord rent of \$750.00 in full satisfaction of all rent owed for this tenancy until December 15, 2016;
5. The landlord agreed to sign a shelter form in order to obtain rent from the female tenant;
6. The female tenant agreed to provide the landlord with access to the rental unit, provided that the landlord gives the female tenant at least 24 hours' written notice in advance;
7. The landlord agreed to provide the female tenant with keys in order to access the rental unit.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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 settle all aspects of this dispute.

As this matter settled and I was not required to hold a full hearing or make a decision on the merits of the landlord's application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached five (5) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by conditions #1 or #2 of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not abide by conditions #1 or #2 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenants abide by conditions #1 and #2 of the above settlement, I find that the landlord's 10 Day Notice and 1 Month Notice, both dated October 16, 2016,

are cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on December 15, 2016.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$750.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the female tenant does not abide by condition #4 of the above agreement. The female tenant must be served with a copy of this Order as soon as possible after the female tenant does not abide by condition #4 of the above agreement. Should the female tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord'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: November 18, 2016

Residential Tenancy Branch