



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VAN ISLE FISH AND MECHANICAL LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Landlord: OPC FF
Tenant: MT DRI CNC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord's Application was received at the Residential Tenancy Branch on November 16, 2016 (the “Landlord's Application”). The Landlord applied for the following relief pursuant to the *Act*:

- an order of possession for cause; and
- an order granting recovery of the filing fee.

The Tenant's Application was received at the Residential Tenancy Branch on November 4, 2016 (the “Tenant's Application”). The Tenant applied for the following relief pursuant to the *Act*:

- an order allowing the Tenant more time to make an application to cancel a notice to end tenancy;
- an order with respect to a proposed rent increase; and
- an order cancelling a notice to end tenancy for cause.

The Landlord was represented at the hearing by M.G. and M.C. The Tenant attended the hearing on his own behalf and was assisted by B.K., an advocate. All parties giving evidence provided a solemn affirmation.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions that there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end on January 31, 2017, at 1:00 p.m.;
2. The Tenant agrees to vacate the rental unit no later than January 31, 2017, at 1:00 p.m.;
3. The Tenant agrees to pay January 2017 rent, in the amount of \$500.00, on or before January 1, 2017 (the "January Rent Payment");
4. The Tenant agrees to make the January Rent Payment payable to "B&G Appliances";
5. The Tenant agrees to keep the garbage disposal area depicted in the Landlord's photographic evidence free and clear of garbage;
6. The Tenant agrees to take all garbage produced by the Tenant to the local landfill, and not dispose of it in the garbage disposal area depicted in the Landlord's photographic evidence;
7. The Landlord withdraws the Landlord's Application in full as part of this mutually agreed settlement; and
8. The Tenant withdraws the Tenant's Application in full as part of this mutually agreed settlement.

As this settlement agreement was reached through negotiation, I decline to award recovery of the filing fee to either party.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an order of possession, effective January 31, 2017, at 1:00 p.m. This order may be filed in and enforced as an order of the Supreme Court of British Columbia.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a monetary order in the amount of \$500.00, which will be of no force or effect if the January Rent Payment is made in accordance with this settlement agreement. If necessary, the monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 22, 2016

Residential Tenancy Branch