



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

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

- other remedies, identified as permission to have another occupant reside in the rental unit; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, RS ("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 he was one of the directors for the landlord company named in this application and that he had authority to speak on its behalf as an agent at this hearing. This hearing lasted approximately 49 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's written evidence package.

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. Both parties agreed that this tenancy will end by 1:00 p.m. on August 31, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant will not be required to pay any rent to the landlord for the period from June 1 to August 31, 2017;
3. The landlord agreed to permit the tenant to have one additional occupant, the tenant's girlfriend SB, to reside in the rental unit with no additional charges for rent, until the end of this tenancy;
4. The landlord agreed to provide the tenant with written confirmation that the landlord's niece is currently registered as a student at her university as well as a letter from his niece indicating her intention to move into the rental unit on September 1, 2017;
5. The landlord agreed that the rent for this rental unit will remain at \$1,359.45 for the remainder of this tenancy;
6. Both parties agreed that the tenant's security deposit will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The landlord agreed to pay the cost of the tenant's \$100.00 filing fee for this application, by way of reducing January 2017 rent by \$100.00;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties confirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties confirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The tenant was provided with additional time during the hearing in order to think about the settlement and to call a trusted person in order to discuss the settlement before agreeing to it. I explained the settlement process and the effect of such settlement to the tenant a number of times during the hearing. I reconfirmed with the tenant a number of times that he was agreeing to the settlement of his own free will, without any pressure from anyone else.

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 August 31, 2017. 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 August 31, 2017. 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 02, 2016

Residential Tenancy Branch