



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord's Application: OPC, FF

Tenant's Application: CNC

Introduction

This hearing was scheduled to consider cross-applications pursuant to the *Residential Tenancy Act* (the "Act"). The tenant is seeking to cancel a One Month Notice To End Tenancy for Cause (the "One Month Notice") (the "Tenant's Application").

The landlord is seeking an order of possession for cause and recovery of the filing fee paid for their Application from the tenant (the "Landlord's Application").

Both the landlord and the tenant appeared at the teleconference hearing and gave affirmed testimony. The tenant appeared with a witness "J.M." who also gave affirmed testimony.

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 their dispute.

During the course of the hearing, the parties reached an agreement to settle this matter, on the following conditions:

1. the tenant will vacate the rental unit by June 30, 2017 at 1:00 p.m.;
2. by February 17, 2017, the tenant will make a genuine effort to obtain tenant's insurance by making a bona fide application to insure the rental unit, and if eligible, the tenant will obtain tenant's insurance effective no later than February 17, 2017;

3. the tenant will obtain public liability insurance for his two parked vehicles, a 1995 Ford Truck and a 1964 Ford Fairlane, by no later than February 17, 2017;
4. the landlord will reimburse the tenant up to a maximum of a \$100.00 for the tenant's cost to rent a Budget or a U-Haul truck for his move upon production of the vehicle receipt by the tenant.; and
5. the parties agree that the landlord will be granted a condition order of possession effective two (2) days after service on the tenant which will be of no force or effect if the tenant successfully complies with the above terms. If the tenant fails to comply with the above terms, the order of possession will be of full force and effect and may be served upon the tenant.

The landlord did not raise the filing fee in the settlement discussions giving rise to the mutual settlement. As this matter was settled, I decline to award the landlord recovery of the filing fee for the cost of their application.

Conclusion

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

The landlord has been granted a conditional order of possession effective two (2) days after service on the tenant, which will be of no force or effect if the tenant successfully complies with the terms of this settlement agreement. If the tenant fails to comply with the terms of this settlement agreement, the order of possession will be of full force and effect and may be served upon the tenant.

Should the landlord need to enforce the order of possession, the landlord must serve the order of possession on the tenant and the order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. If the tenant successfully complies with the terms of this settlement, the tenancy will continue until June 30, 2017 at 1:00 p.m.

This decision is final and binding on the parties, unless otherwise provided under the

Act, and 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: January 30, 2017

Residential Tenancy Branch