



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 50 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 package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord stated that he posted his written evidence package on the tenant's rental unit door on May 3, 2017. The tenant confirmed receipt on May 3, 2017 and stated that he reviewed and responded to the evidence and suffered no prejudice as a result of receiving it less than 7 clear days before this hearing on May 10, 2017. I find that the tenant was duly served with the landlord's written evidence as per section 88 of the *Act*. I notified both parties that I would consider the landlord's written evidence because the tenant received and responded to it and did not suffer prejudice as a result of receiving it late, less than 7 days before the hearing, contrary to Rule 3.15 of the Residential Tenancy Branch *Rules of Procedure*. In any event, I was not required to consider the evidence because the parties settled this matter between themselves.

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 and orders. 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 this tenancy will end by 1:00 p.m. on July 1, 2017, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed to pay the tenant a total of \$750.00, according to the following terms:
 - a. The tenant is not required to pay monthly rent of \$650.00 to the landlord for June 2017;
 - b. The landlord will pay the tenant \$100.00 by June 1, 2017 by way of a cheque;
 - c. \$50.00 of the above amount represents the cost of half of the application filing fee;
3. The tenant agreed to bear the cost of \$50.00, which represents half of the filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

I explained the above terms of settlement and the consequences of them, numerous times to both parties during the hearing. Both parties affirmed that they understood the terms, asked any relevant questions about them and affirmed that they wanted to settle this matter of their own free will.

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 July 1, 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 July 1, 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.

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 tenant's favour in the amount of \$100.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$100.00 as per the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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.

I order the tenant to deduct \$650.00 from his June 2017 rent payable to the landlord, in which case he will not be required to pay any rent to the landlord for that month.

The tenant must bear the cost of \$50.00, which represents half of the application filing fee.

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: May 10, 2017

Residential Tenancy Branch