



Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

FF OPB

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession based on a fixed-term tenancy and a return of the filing fee.

Both parties attended the hearing. The landlord's agent, V.W. (the "landlord"), testified on behalf of the landlord, while the tenant provided submissions on his own behalf. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application") and evidence by way of a package being placed under his door. While this is not a recognized form of service in accordance with sections 88 and 89 of the *Act*, I do find that the landlord served the tenant by way of Canada Post Registered Mail. The tenant denies receiving copies of the landlord's application and evidence by Registered Mail; however, a Canada Post tracking number provided to the hearing by the landlord demonstrates that a package was sent to the tenant on May 29, 2017. Pursuant to sections 88, 89 & 90 of the *Act* the tenant is deemed served with the landlord's application for dispute resolution and evidentiary package on June 2, 2017.

### 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 entered into a mutual agreement that this tenancy will end on August 31, 2017 at 1 p.m., by which date the tenant and any other occupants will have vacated the rental unit.
2. The tenant agreed to pay rent in full of \$1,350.00 for July 2017.
3. The tenant agreed to allow the landlord to retain his security deposit in the amount \$675.00 following the conclusion of the tenancy.

4. In addition to retaining the tenant's security deposit following the conclusion of the tenancy, the landlord agreed to accept a rent payment of \$675.00 in full satisfaction for August 2017 rent.
5. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the tenancy agreement signed on June 17, 2016 by the tenant and on July 11, 2016 by the landlord.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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.

### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on August 31, 2017. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant does not abide by condition #1 of the above settlement. 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: June 28, 2017

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Residential Tenancy Branch