



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes** OPT LAT FF

### **Introduction**

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

- an Order of Possession of the rental unit pursuant to section 54;
- authorization to change the locks to the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

BB, articling student ('landlord'), appeared on behalf of the landlord for this hearing, and had full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

BB confirmed receipt of the tenant's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application. All parties confirmed receipt of each other's' evidentiary materials, which were duly served in accordance with section 88 of the *Act*.

### **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. The parties agreed that this tenancy will continue per the *Act*, and the terms below.
2. Both parties agreed that a new fixed term-tenancy will be signed by the parties to commence on July 1, 2017, ending on January 31, 2018, on which date the tenancy ends and the tenant must vacate the rental unit unless both parties agree to continue this tenancy.
3. The landlord withdrew the 1 Month Notice to End Tenancy dated May 4, 2017.
4. Both parties agreed that the tenant shall not access the lean-to attached to the back of the shop (south end), or store anything for any period of time in this lean-to.
5. Both parties agreed that the landlord shall abide the *Act*, and not access or enter the shop or office attached to the rental unit without the permission of the tenant or his two sons.

6. Both parties agreed that the landlord shall ensure that any electricity he uses for any or all purposes is drawn from his own meter.
7. Both parties agreed that the tenant shall not use any diesel or gas fuel powered heaters to heat the residence of the adjacent shop.
8. Both parties agreed that the security deposit for the tenancy has already been paid, and no additional deposits are necessary.
9. Both parties agreed to share the responsibility of the snow removal on this property.
10. 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**

This tenancy is to continue as per the *Act*, the tenancy agreement, and the terms of the settlement above, until ended in accordance with the *Act*.

The landlord withdrew the 1 Month Notice to End Tenancy dated May 4, 2017, which is no longer of any force nor effect.

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 22, 2017

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Residential Tenancy Branch