



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an Order of Possession for Landlord's Use pursuant to section 55 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant confirmed receipt of the landlord's 2 Month Notice to End Tenancy for Landlord's Use as well as the landlord's Application for Dispute Resolution.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This tenancy began November 16, 2016 as a month to month tenancy. The written tenancy agreement was not submitted by either party for this hearing. The parties agreed that the current rent of \$1800.00 is payable on the first of each month with a division of the utilities between landlord and tenant. The landlord acknowledged that he continues to hold a \$900.00 security deposit paid by the tenant at the outset of the tenancy.

The landlord sought an Order of Possession of the rental unit claiming that close family would be occupying the rental unit however the tenant disputed whether the landlord was correct in his interpretation of "close family". However, the parties were able to achieve a mutually satisfactory agreement to end this tenancy.

### 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

#### **The Parties mutually agreed as follows:**

1. The tenant agreed to provide the landlord and his partner access to the rental unit for an inspection to last no more than one hour on July 29, 2017.
2. The tenant agreed to vacate the rental unit on or before July 31, 2017 at one in the afternoon.
3. The tenant agreed to allow the landlord to retain her \$900.00 security deposit.
4. The tenant agreed to pay \$900.00 to the landlord if and only if she has not vacated the rental unit and provided the keys to the landlord by July 15, 2017 at four in the afternoon.
5. The tenant agreed that, when she vacates the rental unit, it will be left in the condition required by section 37 of the *Act*: reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.
6. These terms comprise the full and final settlement of all aspects of this dispute for both parties *including rent and utility payments*.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

To give effect to the settlement reached between the parties, the landlord is provided with a formal copy of an Order of Possession effective July 31, 2017 **to be used if and only if** the tenant fails to vacate the unit on this date. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give further effect to the settlement reached between the parties, I grant the landlord a monetary order against the tenant in the amount of \$900.00 ***to be used if and only if*** the tenant remains in the rental unit after July 15, 2017.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: July 05, 2017

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Residential Tenancy Branch