



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LAURELWOOD VENTURES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for an Order of Possession pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent, JP (the "landlord"). The tenant represented himself with the assistance of his advocate LM.

As both parties were in attendance I confirmed there were no issues with service of the landlord's application for dispute resolution and the landlord's evidentiary materials. The tenant confirmed receipt of the landlord's materials. The tenant testified that he had not submitted any evidence of his own. I find that the tenant was served with the landlord's application and evidentiary materials in accordance with sections 88 and 89 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 landlord will pay to the tenant the amount of \$400.00 by 5:00pm on September 11, 2017.
2. This tenancy will end on 12:00pm September 13, 2017 by which time the tenant and any other occupant will have vacated the rental unit.

3. This settlement agreement constitutes a full, final and binding resolution of the landlord's application at this hearing.

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 above noted settlement agreement, and as discussed with them during the hearing, I grant an Order of Possession to the landlord, effective **September 13, 2017 at 12:00 pm**. 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 or any occupant on the premises fails to provide vacant possession in accordance with the settlement terms. 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 \$400.00, to be used only in the event that the landlord does not abide by the monetary terms of the settlement agreement outlined above. 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.

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: September 8, 2017

Residential Tenancy Branch