



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC FFL MNDCL OPB

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

AG testified as agent on behalf of the landlord, and had full authority to do so.

This hearing was originally set to deal with the tenant's application only, but it came to my attention during the hearing that the same parties had a second matter set for a hearing on December 12, 2017 at 9:30 a.m. to deal with the landlord's application pertaining to this same tenancy for:

- an Order of Possession pursuant to section 55;
- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

Both parties appeared, and with their consent, both applications were dealt with today. Accordingly the hearing scheduled for December 12, 2017 is cancelled, and attendance of either party is not required for that appearance. 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.

### **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 agreed that this tenancy ends on November 30, 2017 at 1:00 p.m. as per the fixed term tenancy agreement dated October 2016, unless the tenant agrees to extend the tenancy by signing the new tenancy agreement which was presented to her by the landlord on September 2, 2017. The new tenancy agreement must be signed by 1:00 p.m. on November 30, 2017.
2. If this tenancy continues past November 30, 2017, the tenant agrees to pay the landlord the rent differential of \$70.00 for December 2017 rent.
3. Both parties agreed to withdraw their applications.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising from this tenancy.

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 November 30, 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 tenants do 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: November 28, 2017

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Residential Tenancy Branch