



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, OPC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Landlord under the *Residential Tenancy Act* (the “Act”), for an Order of Possession and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord (the “Agent”) and Tenant.

Preliminary Matters

At the outset of the hearing the Tenant raised an objection to the presence of the Agent in the hearing as she stated she was not familiar with this person. The Agent stated that they are a property manager for the Landlord and have been appointed by the Landlord to act on their behalf in this hearing. Rule 6.7 of the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) states that a party to a dispute resolution hearing may be represented by an agent or a lawyer. The Residential Tenancy Policy Guideline (the “Policy Guideline”) states under section 26 that an agent acts on behalf of a landlord or tenant, speaks on behalf of, and often appears on behalf of the party and that an agent has full authority to settle the claims. Based on the testimony before me and pursuant to the above named sections of the Policy Guideline and Rules of Procedure, I am satisfied that the person present on behalf of the Landlord is an agent. As a result, the hearing proceeded as scheduled with the parties present.

After reaching settlement the Tenant disconnected from the conference call without notice. The line remained open for several more minutes while I confirmed the manner in which the Agent wished to receive a copy of the settlement decision and supporting Order of Possession. As the Tenant did not reconnect, the conference call was ended a copy of the settlement decision will be mailed to the Tenant at the dispute address.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on February 12, 2018, at 12:00 P.M.
2. The Tenant agrees to vacate the rental property by 12:00 P.M. on February 12, 2018.
3. The parties agree that the Tenant owes \$160.68 for occupancy of the rental unit from February 1, 2018 – February 12, 2018.
4. As the Tenant's rent is ordinarily paid in advance by a social services agency in the amount of \$375.00, if the Tenant moves out on February 12, 2018, as required, and provided the rent was paid in full by the social service agency, the Landlord agrees to reimburse the Tenant \$214.32 (the balance of the pre-paid rent) at the time of move-out.
5. The Tenant understands and agrees that if they do not move out of the rental unit by 12:00 P.M. on February 12, 2018, the Landlord will charge them a daily amount of \$13.39 for overholding the rental unit, which they may deduct from any pre-paid rent or otherwise recover from the Tenant.
6. The Tenant understands and agrees that if they do not move out of the rental unit by 12:00 P.M. on February 12, 2018, in addition to charging the Tenant a daily rate for overholding the rental unit, the Landlord may seek additional monetary compensation for damage or loss associated with overholding the rental unit.
7. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.
8. The Landlord withdraws their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective at **12:00 P.M. on February 12, 2018**. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia 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: January 29, 2018

Residential Tenancy Branch