



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* ("Act") for:

- an order of possession for landlord's use of property, pursuant to section 55;
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant YL" did not attend this hearing, which lasted approximately 41 minutes. The landlord, the landlord's agent, and tenant ZZ ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord's agent confirmed that he had permission to speak on the landlord's behalf at this hearing and to provide assistance with English language translation to her during the hearing. The tenant confirmed that he had permission to speak on tenant YL's behalf at this hearing (collectively "tenants").

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and the landlord confirmed receipt of the tenants' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application and the landlord was duly served with the tenants' written evidence package.

The tenant confirmed receipt of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated November 18, 2017 ("2 Month Notice"). In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 2 Month Notice.

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 and orders. 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 will end by 6:00 p.m. on June 30, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
 - a. Both parties agreed that this tenancy is ending pursuant to the landlord's 2 Month Notice, dated November 18, 2017;
2. The landlord agreed that the tenants are entitled to one month's free rent compensation pursuant to section 51 of the *Act* and the landlord's 2 Month Notice on the following term:
 - a. The tenants are not required to pay any rent to the landlord from June 1 to 30, 2018;
3. The tenants agreed to pay the landlord \$50.00, which represents half the cost of the application filing fee, by April 1, 2018;
4. The landlord agreed to bear the cost of \$50.00, which represents half the filing fee paid for this application;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application made at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises

by 6:00 p.m. on June 30, 2018. The tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 6:00 p.m. on June 30, 2018. Should the tenants 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, I issue a monetary Order in the landlord's favour in the amount of \$50.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants fail to pay the landlord \$50.00 as per condition #3 of the above agreement. The tenants must be served with a copy of this Order. Should the tenants 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.

The landlord must bear the cost of \$50.00, which represents half the filing fee paid for this application.

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: March 29, 2018

Residential Tenancy Branch