



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the Residential Tenancy Act (the *Act*) for:

- an Order of Possession for Cause, pursuant to sections 47 and 55 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Both the landlords and the tenant attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord N.C. (herein referred to as "the landlord") spoke on behalf of the landlords.

As both parties were present, service of documents was confirmed. The landlord gave sworn testimony that the Notice of Dispute Resolution Proceeding package and submitted evidence was served personally to the tenant, which was confirmed by the tenant.

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. This tenancy will end at 1:00 p.m. on May 31, 2018 by which time the tenant and any other occupants will have vacated the rental unit.

2. The tenant will pay the landlord outstanding rent owed for the month of April in the amount of \$500.00 forthwith, and the landlord will provide the tenant with a receipt for this payment “for use and occupancy only”.
3. The tenant will pay the landlord the full rent for the month of May 2018 in the amount of \$500.00 by May 1, 2018 as per the terms of the tenancy agreement, and the landlord will provide the tenant with a receipt for this payment “for use and occupancy only”.
4. This tenancy ends by way of this settlement and the One Month Notice is cancelled and of no further force or effect.
5. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord’s application and all issues currently under dispute at this time, and that they did so free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations.

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 served on the tenant by the landlord **only** if the tenant fails to vacate the rental unit by 1:00 p.m. on May 31, 2018. 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.

The landlord’s One Month Notice, dated January 31, 2018, is cancelled and is of no force or effect.

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: April 20, 2018

Residential Tenancy Branch