



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H.W. ROOMS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL, OPM

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on October 30, 2018. The Landlord applied for an Order of Possession based on a Mutual Agreement to End a Tenancy dated August 18, 2018. The Landlord sought reimbursement for the filing fee.

The Agent appeared at the hearing for the Landlord. The Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord had submitted evidence prior to the hearing. The Tenant had not submitted evidence. I addressed service of the hearing package and evidence. The Tenant confirmed he received the hearing package and Landlord's evidence.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

At the outset of the hearing, the Agent advised that the Landlord was seeking an Order of Possession and that the Landlord and Tenant had come to an agreement about this. I explained the settlement option to the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above.

Given comments made by the parties during the hearing, I explained further about settlement and an Order of Possession. I explained to the Tenant what the settlement agreement would state and that an Order of Possession would be issued. I explained that it would be open to the Landlord to enforce the Order of Possession and have the Tenant vacate the rental unit on the specified date if the Landlord chose to do so. The Tenant said he understood and did not have any questions about this.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit no later than 1:00 p.m. on December 31, 2018.
2. All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on December 31, 2018.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Application.

The Landlord is granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on December 31, 2018. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court 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 *Act*.

Dated: December 06, 2018

Residential Tenancy Branch