



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

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

- an Early Termination of Tenancy and Order for Possession due to the tenant posing an immediate and severe risk to the rental property pursuant to section 56 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. Tenant C.S. confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding Package and evidence posted to the tenant's door on July 4, 2019, however she testified that only one package of documents was in the clear plastic bag taped to the door. The landlord testified that he had included two sets of the hearing documents but acknowledged that he had not individually labelled each package for each tenant named in the Application for Dispute Resolution. Tenant C.S. confirmed that she served evidence on the landlord by courier two days prior to the hearing, however the landlord advised he had been away and had not yet reviewed the evidence. As the parties were able to resolve their dispute through a settlement decision, I find that the hearing documents in this matter to have been served sufficiently for the purposes of allowing the parties to come to a settlement of their dispute, in accordance with section 71(2)(b) of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an early end to this tenancy and an Order of Possession? Is the landlord entitled to recover the filing fee for this application from 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 the issue currently under dispute at this time:

1. Both parties agreed that this tenancy will end at 3:00 p.m. on July 28, 2019, by which time the tenants and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord agreed to pay the tenants \$75.00 in cash by no later than 3:00 p.m. on July 28, 2019. The tenants are required to provide written confirmation to the landlord upon receipt of the \$75.00 payment to ensure there is documentation recorded of the cash payment.
3. The parties understand that the security deposit will be addressed at the end of the tenancy in accordance with the *Act*.
4. The terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application for dispute resolution filed on July 4, 2019.
5. The parties agreed to the terms of this settlement not under duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions 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 following orders:

- 1) I issue to the landlord an Order of Possession dated July 28, 2019 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement.

Should the landlord be required to serve this Order on the tenants, and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

- 2) I issue to the tenants a Monetary Order for \$75.00 dated July 28, 2019 to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

Should the landlord 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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

The landlord's application for dispute resolution is dismissed in its entirety.

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: July 18, 2019

Residential Tenancy Branch