



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied an Order of Possession.

The Tenant stated that on December 30, 2019 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch on December 18, 2019 were posted on the Landlord's door. The Landlord acknowledged receipt of these documents and the evidence was, therefore, accepted as evidence for these proceedings.

On December 18, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was posted on the door of the Tenant's current residential address. The Tenant stated that she did not receive this evidence.

As the Tenant did not acknowledge receipt of the Landlord's evidence, it was not accepted as evidence for these proceedings. The Landlord was advised that he could discuss this evidence during the hearing and that if, at any point during the hearing the Landlord deemed it necessary for me to physically view his evidence, he could request an adjournment for the purposes of re-serving his evidence.

As this matter was eventually settled by mutual consent, it was not necessary for me to consider any of the documentary evidence submitted by the parties. There was, therefore, no need to determine if an adjournment was required.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing (with the exception of legal counsel) affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

As this matter was eventually settled by mutual consent, it was not necessary for me to consider any testimony provided at the hearing. There is, therefore, no need for me to record that testimony in this decision.

Issue(s) to be Decided:

Is the Tenant entitled to an Order of Possession?

Background and Evidence:

After a significant amount of discussion regarding the terms of this tenancy and the circumstances surrounding the fact the Tenant did not move into the rental unit, the Landlord and the Tenant mutually agreed to settle all issues relating to this tenancy under the following term:

- The Landlord will pay \$1,500.00 to the Tenant.

This agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant both agreed to resolve all issues relating to this tenancy in accordance with this agreement.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis:

I find that all issues relating to this tenancy are settled in accordance with the aforementioned settlement agreement.

Conclusion:

On the basis of the aforementioned settlement agreement, I grant the Tenant a monetary Order for \$1,500.00. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This settlement agreement is recorded 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 07, 2020

Residential Tenancy Branch