



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SANDY CREEK HOLDINGS (BERTRAM)
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents, landlord LA ("landlord") and "landlord SS," the tenant, and the tenant's agent 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 confirmed that she and landlord SS were the property managers for the landlord company named in this application and that they both had permission to speak on its behalf. The tenant confirmed that her agent, who is her probation officer, had permission to speak on her behalf. This hearing lasted approximately 38 minutes.

Both parties intended to call witnesses, who were excluded from the outset of the hearing. Both parties chose not to call their witnesses, as they settled this application.

Both parties affirmed under oath that they were not recording this proceeding, as they understood it was contrary to Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*.

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

The landlord stated that she did not receive the tenant's evidence package. The tenant said that she served the landlord's agent in person on February 25, 2020 and uploaded the evidence on the RTB website on February 28, 2020, the date of this hearing. As both parties settled this application, I do not find it necessary to record findings of service regarding the tenant's evidence package.

Both parties confirmed that they were ready to proceed with the hearing and settle this application.

Settlement Terms

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, except for the filing fee:

1. Both parties agreed that this tenancy will end by 5:00 p.m. on March 31, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. 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, except for the filing fee.

Both parties were unable to settle the landlord's application to recover the \$100.00 filing fee. The filing fee is a discretionary award usually issued to a successful party after a full hearing is held and a decision is reached on the merits of the application.

As both parties voluntarily settled the landlord's application and I was not required to make a decision after a full hearing on the merits, I decline to award the \$100.00 filing fee to the landlord.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession effective at 5:00 p,m, on March 31, 2020, to be used by the landlord **only** if the tenant does not abide by condition #1 of the above settlement. The tenant must be served with this Order. 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 application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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: February 28, 2020

Residential Tenancy Branch