



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LRE, OLC, FFT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the *Act* pursuant to section 62;
- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenants attended ("the tenant"). The landlord attended. The landlord acknowledged receipt of the tenant's Notice of Hearing and evidence package. No issues of service were raised. I find the landlord was served as required by the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 53 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on April 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The tenant acknowledged owing the landlord \$1,100.00 for outstanding rent for the month of April 2020 and undertook to pay the landlord this amount before 5:00 pm on April 3, 2020;
3. The landlord agreed to never enter the unit without the express authorization of the tenant;
4. The landlord agreed to cease all verbal communication with the tenant; the parties agreed that all communication between them shall be in writing henceforth;
5. Upon the tenant providing vacant possession pursuant to section 1, the landlord shall forthwith pay to the tenant reimbursement of the security deposit of \$500.00 which the tenant paid at the beginning of the tenancy;

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession pursuant to section 55(2)(d) of the *Act* effective 1:00 PM April 31, 2020; *and*
2. Monetary Order in the amount of \$1,100.00 for rent for the month of April 2020 payable on or before 5:00 PM on April 3, 2020.

The Order of Possession and Monetary Order issued pursuant to this agreement will **not** be served by the landlord if the tenant complies with the terms of this agreement;

Should the tenant fail to comply with these Orders, the Orders may be filed and enforced as an Order of the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The settlement was fully discussed in a 53-minute hearing.

Conclusion

I grant the landlord the following:

1. Order of Possession pursuant to section 55(2)(d) of the *Act* effective 1:00 PM April 31, 2020; *and*
2. Monetary Order in the amount of \$1,100.00 for rent for the month of April 2020 payable on or before 5:00 PM on April 3, 2020.

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 02, 2020

Residential Tenancy Branch