



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPT, FFT

### Introduction

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

- an order of possession to rental unit #1, pursuant to section 54; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the tenant, the tenant's agent, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 60 minutes.

The landlord confirmed that she was the owner of the rental unit. The tenant confirmed that his agent, who is his brother, had permission to speak on his behalf at this hearing. The tenant also confirmed that his advocate had permission to represent him at this hearing.

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

In this decision, rental units #1 and #2 are collectively referred to as "both rental units." Both units are referred to on the front page of this decision, in the order of possession and the monetary order.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the tenant's first name. Both parties had no objections to this amendment during the hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to include both rental units, instead of just unit #1. I find no prejudice to either party in doing so.

Both parties confirmed that they were ready to proceed with the hearing and settle this application and they had no objections.

### 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:

1. The landlord agreed to provide the tenant with keys to access rental unit #1 to be picked up by the tenant's agent at 12:00 p.m. on May 11, 2020;
2. The landlord agreed that the tenant will have exclusive possession and unlimited access to both rental units for the remainder of this tenancy until May 31, 2020;
3. Both parties agreed that this tenancy will end by 1:00 p.m. on May 31, 2020, by which time the tenant and any other occupants will have vacated both rental units;
4. The tenant agreed to pay the landlord \$300.00, which the landlord agreed to accept towards all rent owed by the tenant for both rental units, for the period from May 1 to 31, 2020;
  - a. The tenant's agent will pay cash to the landlord at 12:00 p.m. on May 11, 2020, after which the landlord will immediately provide a rent receipt to the tenant's agent;
5. The tenant agreed that he will not use the deadbolt at rental unit #2 for the remainder of this tenancy until May 31, 2020;
6. The tenant agreed to provide the landlord with a key to access rental unit #2 by 12:00 p.m. on May 12, 2020;

7. The landlord agreed to pay the tenant the cost of the \$100.00 filing fee for this application, by way of a rent reduction, which has already been enforced in condition #4 above;
8. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing.

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

### Conclusion

I order both parties to comply with all of the above settlement terms.

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 1:00 p.m. on May 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.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$300.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to pay the landlord \$300.00 as per condition #4 of the above agreement. The tenant must be served with this Order. Should the tenant 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.

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: May 11, 2020

---

Residential Tenancy Branch