



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOWINS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *ET, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. The landlord also applied for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was represented by their agent.

At the start of the hearing, the tenant informed me that she had already moved out of the rental unit on or about May 20, 2020. The tenant agreed that she had not informed the landlord of the move, had not removed all her personal belongings from the rental unit and had not handed over the keys.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy started on August 01, 2019. The accommodation is subsidised housing and is allotted and rented based on a tenant's income. The tenant's portion of the rent is \$570.00. Prior to moving in the tenant paid a security deposit of \$800.00.

The tenant agreed that she owed rent to the landlord and allowed the landlord to retain the security deposit towards the amount owed for unpaid rent. The parties agreed that the balance owed to the landlord was \$1,200.00.

Following an incident involving an altercation that took place in May, between the tenant and another occupant of the building, the landlord made this application for an order of possession to put an early end to tenancy.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

1. The tenant agreed that since she has moved out but has not yet handed over possession of the unit to the landlord, the landlord will be granted an order of possession, effective 2 days after service on the tenant.
2. The tenant agreed to pay her debt of \$1,200.00 to the landlord in six installments of \$200.00 each on the 15th of each month. The first payment will be made on June 15, 2020 and will continue on the 15th of each month until the last payment on November 15, 2020.
3. The tenant agreed to remove her personal belongings from the rental unit and return the keys to the landlord on this date – June 05, 2020 between the hours of 03:00 pm and 06:00 pm.
4. The landlord agreed to ensure that the other residents of the building will not interfere with, communicate with or impede the tenant in any way while she and her helpers removed the tenant's personal belongings from the rental unit.
5. Both parties stated that they understood and agreed that the terms of this agreement are binding and comprise full and final settlement of all aspects of this dispute for both parties.
6. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective 2 days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

The parties have reached a settled agreement, as recorded above. This 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 settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the landlord an order of possession effective 2 days after service on the tenant.

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: June 05, 2020

Residential Tenancy Branch