



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDCT, FFT

Introduction

On April 13, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to request an order for the Landlord to comply with the Act, regulation and/or the tenancy agreement cancel, for a monetary order for compensation and to request the recovery of the filing fee for this application. The matter was set for a conference call.

The Landlord, the Landlord's wife, their Attorney (the Landlord") and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Landlord be ordered to comply with the Act, regulation and/or the tenancy agreement?
- Is the Tenant entitled to a monetary order for compensation?
- Is the Tenant entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to

their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant will move out of the rental unit no later than 1:00 p.m. on September 30, 2020, at 1:00 p.m.
2. The Tenant may issue the Landlord a 14-Day written notice to end the tenancy before September 30, 2020.
3. The Landlord will pay the Tenant \$4,000.00 in compensation, in full settlement of the issues before this hearing. The compensation will be paid as follows:
 - a) The Landlord will not charge the Tenant rent for June 2020, in the amount of \$1,700.00.
 - b) The Landlord will pay the Tenant the remaining \$2,300.00, on the last day of this tenancy.
4. The Landlord agrees that the curtains and curtain rods, in the rental unit, are the personal property of the Tenant.
5. The Tenant agrees that the window blinds, in the rental unit, are the personal property of the Landlord.
6. The Landlord and the Tenant agree that the Tenant will have exclusive use of the "old garage" on the rental property, for the remainder of this tenancy.
7. The Tenant agreed that the Landlord may still access the "old garage" with proper written notice, in accordance with the *Act*.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, I grant a **Conditional Order of Possession** to the Landlord with an effective date of **September 30, 2020**; this order is only to be served on the Tenant if the Tenant does not move-out in accordance with this agreement.

Additionally, a **Conditional Monetary Order** for **\$2,300.00** is granted to the Tenant to be served on Landlord should the Landlord do not pay the agreed upon amount in accordance with this agreement

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a conditional **Order of Possession** to the Landlord to be served on the condition that the Tenant does not comply with the first term of the settlement agreement. If this occurs, the Order of Possession must be served upon the Tenant and **will be effective** not later than 1:00 p.m. on **September 30, 2020**. 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.

I grant a conditional **Monetary Order** for **\$2,300.00** to the Tenant to be served after this tenancy has ended, on the condition that the Landlord did not comply with the third term of the settlement agreement. If this occurs, the Monetary Order must be served upon the Landlord and should the Landlord 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: June 1, 2020

Residential Tenancy Branch