



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, to obtain an order of possession of the rental unit. The tenant 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 parties represented themselves. The tenant was accompanied by her advocate.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the tenant entitled to an order of possession? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

On May 08, 2020, a fire broke out in the rental unit. The report from the fire department indicates that the fire was caused by cigarette smoking materials. The unit was deemed unfit for habitation due to smoke damage. The landlord was unable to start the restoration work until the tenant removed her belongings. As of the date of this hearing the tenant had not.

During the hearing, both 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 under the following terms.

1. The tenant agreed to move out by 1:00 pm on June 15, 2020.
2. The landlord agreed to extend the tenancy up to 1:00 pm on June 15, 2020. An order of possession will be issued in favour of the landlord, effective this date.
3. The tenant agreed to pay rent for the period of June 01 to June 15, 2020 in the amount of \$400.00. The parties set up an appointment to meet at the rental unit on this date, June 01, 2020 at 6:00 pm. The tenant agreed to pay \$400.00 in cash to the landlord in exchange for a rent receipt.
4. Both parties acknowledged that this agreement is final and binding and stated that they understood and agreed with the above terms of their agreement.
5. 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, I grant the landlord an order of possession under section 55 of the *Residential Tenancy Act* effective by 1:00 pm on June 15, 2020. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

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

Conclusion

I grant the landlord an order of possession effective by **1:00 pm on June 15, 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: June 01, 2020

Residential Tenancy Branch