



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPM OPB FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession to end the tenancy, pursuant to section 55; and authorization to recover the filing fee for this application, pursuant to section 72.

Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenants confirmed receipt of the landlord's application for dispute resolution ('application'). In accordance with section 89 of the *Act*, I find the tenants duly served with the landlord's application. As both parties confirmed receipt of each other's evidentiary materials I find that these documents were duly served in accordance with section 88 of the *Act*.

Analysis

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 or an order. 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. Both parties entered into a mutual agreement that the tenants and all occupants must give peaceful and vacant possession to the landlord by no later than 4:00 p.m. on July 31, 2020.
2. The tenants agreed to pay the landlord the outstanding rent for June 2020 which is payable forthwith, as well as the July 2020 rent on or before July 1, 2020, which is to be paid in full, and for use and occupancy only. Payment of the July

2020 rent does not reinstate the tenancy, and the tenants must move out by 4:00 pm on July 31, 2020 as agreed to above.

3. The tenants agreed to pay the landlord an additional \$1,000.00 in compensation on or before July 15, 2020.
4. Both parties agreed that upon the fulfillment of conditions 1, 2, and 3 of this agreement, the landlord will not pursue any further monetary compensation from the tenants related to their failure to comply with the Mutual Agreement dated January 16, 2019.
5. Both parties agreed that if the tenants fail to comply with conditions 1, 2, and 3 as set out in this agreement, the landlord reserves the right to apply for compensation for losses associated with the tenants' failure to comply with the Mutual Agreement dated January 16, 2019. Liberty to apply does not extend any applicable limitation periods.
6. Both parties understood that the damage deposit will be dealt with at the end of the tenancy, and in accordance with the *Act* and tenancy agreement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 4:00 p.m. on July 31, 2020.

The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not abide by condition #1 of the above settlement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. Please note that the *Ministerial Order M089* issued March 30, 2020, pursuant to the State of Emergency declared on March 18, 2020, prohibits the enforcement of certain Residential Tenancy Branch orders made during the state of emergency. Enforcement of other Residential Tenancy Branch orders may be affected by the suspension of regular court operations of the BC Supreme Court and Provincial Court.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlord's

favour in the amount of \$2,900.00 for the outstanding June 2020 rent, and a separate Monetary Order in the amount of \$1,000.00 for the compensation that is due on or before July 15, 2020. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by conditions of the above agreement. Should the tenant(s) 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 18, 2020

Residential Tenancy Branch