



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that he was the facilities manager and the manager of properties for the landlord company named in this application and that he had permission to speak on its behalf. This hearing lasted approximately 59 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package and the landlord confirmed receipt of the tenant's evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application and the landlord was duly served with the tenant's evidence.

The landlord stated that he did not serve two landlord videos to the tenant, which I received at the Residential Tenancy Branch ("RTB"). The tenant stated that he did not receive any videos from the landlord, only photographs. As I was not required to consider any evidence at this hearing, since both parties settled this application, I do not find it necessary to record any findings regarding service of the landlord's two videos.

Both parties affirmed that they were ready to proceed with the hearing and settle the landlord's application.

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. Both parties agreed that this tenancy will end by 1:00 p.m. on November 6, 2020, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed that the tenant is permitted to reside at the rental unit from October 31, 2020 at 1:00 p.m. until November 6, 2020 at 1:00 p.m.;
3. The landlord agreed to speak to the landlord's management and the police by October 30, 2020, in order to ensure that the tenant can reside at the rental unit as per condition #2 above;
4. The tenant agreed to phone the landlord at 9:00 p.m. on October 30, 2020 and the landlord agreed to notify the tenant about the result of his conversation with the landlord management and the police;
 - a. During the hearing, both parties confirmed the landlord's phone number to facilitate the above phone call;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of the landlord's 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.

During the hearing, there was discussion about police involvement and potential criminal charges related to the tenant and the rental property. However, neither party provided any written documentation confirming the above information and neither party knew any specific details related to the above information. Therefore, I am unaware of the exact nature of any potential police or Court involvement, as neither party was able to confirm any details during the hearing.

Accordingly, this settlement agreement is subject to any Court Orders from the Provincial Court of British Columbia and the Supreme Court of British Columbia, as these higher Courts are outside the jurisdiction of the RTB.

During the hearing, both parties discussed an order of possession being given to the tenant, but there was no agreement by the landlord on this issue. Therefore, I decline to award an order of possession to the tenant.

Conclusion

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 November 6, 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.

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: October 30, 2020