



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An early end to the tenancy pursuant to section 56 of the Act; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, the Landlord's support person, and the Tenant's Advocate. The Tenant's Advocate acknowledged service of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and the Notice of Hearing, on the Tenant by the Landlord, and raised no concerns with regards to service or timelines. As a result, the hearing proceeded as scheduled. All testimony provided was affirmed.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Tenant has vacated the rental unit and removed all of their personal possessions, except for one vehicle and one boat.
2. The parties agree that the Tenant or their agent will meet the Landlord or their agent at the rental unit at 3:00 P.M. today, January 25, 2021, unless otherwise

agreed to by both parties, and that the Tenant or their agent will return all keys and means of access to the rental unit to the Landlord or the Landlord's agent at that time, and not later than **3:00 P.M. today, January 25, 2021**.

3. The parties agree that the Tenant will have their boat and their vehicle removed from the property no later than 11:59 P.M. tomorrow, January 26, 2021, and that the Landlord will be entitled to an Order of Possession for the rental unit, including the property on which it is located, for **1:00 A.M. on January 27, 2021**.
4. The parties agree that if the Tenant complies with the requirements set out under section 2 and 3 of this settlement agreement, will they be entitled to **\$4,080.65** from the Landlord, to be paid to them no later than **5:00 P.M. on January 27, 2021**, for the return of their security deposit (\$1,100.00), one months rent (\$2,200.00), and recovery of rent paid for December 20, 2020 – December 31, 2020 (\$780.65). The parties also agree that the Tenant will be provided with a Conditional Monetary Order in this amount for enforcement purposes, should they comply with the above noted sections of this settlement agreement, but the Landlord fails to make the above noted payment as required.
5. The parties agree that if the Tenant does not comply with sections 2 and 3 of this settlement agreement, the Landlord may treat the boat and vehicle as abandoned property under the Act and regulations and that the Tenant is no longer entitled to the above noted compensation as part of this settlement agreement. In that case, the Tenant is entitled to seek any compensation they believe they are entitled to in relation to this tenancy from the Residential Tenancy Branch (the Branch) by way of an Application for Dispute Resolution, should they wish to do so.
6. The phone numbers of the parties have been recorded on the cover page of this decision, should it be necessary for either party to contact the other in relation to the matters agreed upon in the settlement agreement.

Conclusion

In support of the settlement agreement described above, and with the agreement of the parties, the Landlord is provided with an Order of Possession effective 1:00 A.M. on January 27, 2021, in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from them by the Landlord.

In support of the settlement agreement described above, and with the agreement of the parties, the Tenant is provided with a Conditional Monetary Order in the amount of \$4,080.65. This Order **must** be read in conjunction with this settlement agreement and the Tenant **must not** serve or seek to enforce this Order on the Landlord **unless** the Tenant has complied with both section 2 and section 3 of this settlement agreement **AND** the Landlord fails to meet the payment conditions set out under section 4 of the settlement agreement. Should the Landlord fail to comply with this Order, this Order may be filed in the British Columbia Small Claims Court and enforced as an Order of that Court. The Landlord is cautioned that costs of such enforcement may be recoverable from them by 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 Act.

Dated: January 25, 2021

Residential Tenancy Branch