



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as he claims that the Tenant poses an immediate and severe risk to the residential property; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, her advocate, S.C. ("Advocate"), and an agent for the Landlord, T.R. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application, and the Parties confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following

conditions:

1. The Landlord agrees to withdraw his Application in full as part of this mutually agreed settlement.
2. The Tenant agrees to have her remaining personal property and structures on the residential property removed from the residential property by March 31, 2021, at 1:00 p.m.
3. The Parties agree that the Landlord will provide the Tenant with the means to move her remaining possession and structures from the residential property in the form of a truck and a transport trailer on the condition that this move is within 25 kilometres of the residential property.
4. The Parties agree that the Landlord is not responsible for loading or unloading the Tenant's structure(s) or possessions onto the trailer.
5. The Parties agree that the Landlord is not responsible for any damage or injury that that may occur in the process of moving the Tenant's possessions from the residential property.
6. The Parties agree that the Tenant must pay the Landlord a \$500.00 penalty for every month the Tenant's possessions remain on the residential property after March 31, 2021.
7. The Parties agree that the Tenant is responsible for paying rent to the Landlord for January and February 2021, but not for March 2021.
8. The Parties agree that if the Tenant vacates the residential property prior to the end of February 2021, that the Landlord will retroactively reimburse the Tenant with any rent she has paid in February to the date she completely vacates the residential property.
9. The Tenant agrees not to use the septic system that was installed on the residential property from this point forward.
10. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenant adheres to the moving schedule as stipulated above. The Landlord is granted an Order of Possession

effective two days after service of this Order on the Tenant, which is to be enforced only if the Tenant does not adhere to the terms stipulated above. This Order may be filed in the Supreme Court of British Columbia and be enforced as an Order of that Court. If the Tenant complies with the above terms, this Order will become void and unenforceable.

This settlement agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

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.

This matter was resolved by way of a mutually settled agreement. In recognition of this settlement agreement and based on the above and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, **effective two days after service of the Order** on the Tenant. This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of this Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: February 04, 2021

Residential Tenancy Branch