



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction

On November 29, 2020, the Landlords applied for a Dispute Resolution proceeding seeking an Order of Possession based on a Mutual Agreement to End a Tenancy pursuant to Section 55 of the *Residential Tenancy Act* (the “Act”).

J.G. and A.G. attended the hearing as agents for the Landlords. The Tenant attended the hearing as well, with G.R. attending as an advocate for the Tenant. All parties provided a solemn affirmation.

J.G. confirmed that the Notice of Hearing and evidence package was served to the Tenant by registered mail on December 8, 2020, and the Tenant confirmed that she received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was sufficiently served the Notice of Hearing and evidence package. As such, I have accepted this evidence and will consider it when rendering this Decision.

The Tenant confirmed that she did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of Possession based on the Mutual Agreement to End a Tenancy?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on November 1, 2018 when the Landlords purchased the rental unit and inherited the Tenant. Rent was currently established at \$840.00 per month and was due on the first day of each month. A security deposit of \$310.00 was also paid.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlords and the Tenant agreed as follows:

1. The Tenant will give up vacant possession of the rental unit by **1:00 PM on April 30, 2021 after service of this Order** on the Tenant. The Landlords will be awarded a conditional Order of Possession for this date.
2. The Landlords must compensate the Tenant in the amount of **\$3,200.00**, and this figure includes the Tenant's security deposit of \$310.00.

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 they understood the binding nature of this full and final settlement of these matters.

The Tenant will also be granted a conditional Monetary Order in the total amount owed by the Landlords in the event that the Landlords do not compensate the Tenant in this amount in accordance with this settlement agreement. However, if the Landlords do compensate the Tenant for some or all of the arrears, the Monetary Order will only be enforceable in the amount that remains outstanding.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlords are granted a conditional Order of Possession effective at **1:00 PM on April 30, 2021 after service of this Order** on the Tenant. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlords may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

Moreover, in recognition of the settlement agreement, I provide the Tenant with a conditional Monetary Order in the amount of **\$3,200.00** to serve and enforce upon the Landlords, if necessary. The Order must be served on the Landlords by the Tenant. Should the Landlords 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. Only the amounts remaining unpaid will be enforceable on the Landlords.

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: February 22, 2021

Residential Tenancy Branch