



# 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 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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the tenant, and the tenant's advocate 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 tenant confirmed that his advocate, who is also his partner, had permission to speak on his behalf. This hearing lasted approximately 48 minutes.

The tenant's advocate confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application. The tenant and his advocate confirmed that they were ready to proceed with this hearing, despite receiving late notice and service of the landlord's application.

Both parties confirmed that they wanted to proceed with this hearing and settle the landlord's application. Based on the consent of both parties, I proceeded with the hearing and recorded the settlement between both parties.

### 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 April 5, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit prior to April 5, 2021, provided that he gives at least 24 hours' notice to the landlord, by way of text message;
3. Both parties agreed that the tenant will pay prorated rent of \$59.00 per day for the month of April 2021, based on the tenant's move-out date;
  - a. Both parties agreed that the above rent payment(s) will be made by way of e-transfer(s) to the landlord's email address confirmed by both parties during the hearing;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
5. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her 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 at the hearing 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, I repeatedly confirmed the above settlement terms with the landlord. The landlord repeatedly affirmed, under oath, that she was agreeable to the above settlement terms and that she understood they were legal, final, binding and enforceable. The landlord repeatedly affirmed, under oath, that she agreed and understood that she could not change the settlement terms after the hearing was over and that she knew it was a full and final settlement of this application. The landlord was given ample time to discuss and review the terms of this settlement throughout this hearing and to ask questions about the above terms.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the lengthy 48-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties

affirmed under oath that they fully understood the above settlement terms and were agreeable to them.

Conclusion

I order both parties to comply with all of the above settlement terms.

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 April 5, 2021, 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 as soon as possible after he does not comply with the above agreement. 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: March 22, 2021

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Residential Tenancy Branch