



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET; OPC, FFL

Introduction

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

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

This hearing also dealt with the landlord's second application pursuant to the *Act* for:

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for its application, pursuant to section 72.

The landlord's two agents, "landlord CR" and "landlord RR," 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. This hearing lasted approximately 31 minutes.

The landlord's two agents confirmed that they were the property managers for the landlord company named in both applications and that they had permission to speak on its behalf.

The hearing began at 9:30 a.m. with me and the landlord's two agents present. The tenant called in late at 9:32 a.m. I informed the tenant about what occurred in his absence. The hearing ended at 10:01 a.m.

During the hearing, I informed both parties that they were not permitted to record the hearing, as per Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure*. During the hearing, the landlord's two agents and the tenant all affirmed under oath that they were not recording, and they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with the hearing and they wanted to settle both applications.

The tenant confirmed receipt of the landlord's first 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 first application.

The tenant stated that he served the landlord with the tenant's evidence package. Landlord CR confirmed receipt but stated that some of the tenant's evidence was illegible. I informed the tenant that I did not receive his evidence at the Residential Tenancy Branch ("RTB"). The tenant claimed that he did not serve his evidence to the RTB because he did not know that he had to do so. Since both parties settled this application and I did not have to consider the tenant's evidence at the hearing or in my decision, I decline to make findings regarding service of the tenant's evidence.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's second application on June 1, 2021 at 11:00 a.m. The file number for that hearing appears on the front page of this decision. The tenant confirmed that he received the landlord's second application. Both parties agreed to settle the landlord's second application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

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 July 15, 2021, 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 vacate the rental unit earlier than July 15, 2021, by providing verbal or written notice to the landlord first;

3. The landlord agreed that all of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect;
4. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application at this hearing;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's second application scheduled for a future hearing at 11:00 a.m. on June 1, 2021, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. The landlord agreed to bear the cost of the \$100.00 filing fee paid for that application;
 - b. Both parties confirmed that they would not be attending the future hearing which is cancelled by way of this settlement.

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.

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 July 15, 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.

The landlord's second application, scheduled for a future hearing on June 1, 2021 at 11:00 a.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlord must bear the cost of the \$100.00 filing fee paid for that application.

All of the landlord's notices to end tenancy, issued to the tenant, to date, are cancelled and of no force or effect.

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: May 20, 2021

Residential Tenancy Branch