



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELAND REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPT, FFT

### Introduction

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

- an order of possession for the rental unit, pursuant to section 54; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The individual landlord owner ("landlord"), the landlord's interpreter, 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 82 minutes.

The landlord confirmed that she personally owns the rental unit. She stated that the landlord company named in this application was her agent for the rental unit (collectively "landlords").

The landlord's English language interpreter confirmed that she is Court-certified and that she had permission to assist the landlord with Cantonese-English translation at this hearing. Extra time was spent during this hearing to allow the landlord's interpreter to translate to the landlord.

At the outset of this hearing, I informed both parties that Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. The landlord, the landlord's interpreter, and the tenant all affirmed under oath that 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 voluntarily wanted to settle this application and they did not want me to make a decision.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' evidence. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to add the name of the individual landlord as a landlord-respondent party. Both parties consented to this amendment during the hearing.

### 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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenant \$6,500.00 total, which includes the \$100.00 application filing fee, by way of personal cheques, according to the following terms;
  - a. \$2,000.00 will be paid at 9:30 a.m. on August 6, 2021;
  - b. \$4,500.00 will be paid at 6:30 p.m. on September 1, 2021;
  - c. Both parties confirmed the tenant's address, where they will meet on the above dates and times for the above payments;
  - d. Both parties confirmed the tenant's cell phone number, where the landlord can contact the tenant in order to facilitate the above meetings;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing and any issues arising out of this tenancy;

3. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. 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 and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 82-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. The landlord and her interpreter were given ample time during this hearing to translate, to discuss the above terms in detail, and to ask any questions.

### Conclusion

In order to implement the above settlement reached between the parties, and as discussed with both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$6,500.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant \$6,500.00 as per condition #1 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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.

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: August 05, 2021

---

Residential Tenancy Branch