



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlords' 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 "female landlord" did not attend this hearing, which lasted approximately 29 minutes. The male landlord ("landlord"), the landlords' agent, the tenant, and tenant's agent 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 landlord confirmed that he had permission to represent the female landlord, who is his wife (collectively "landlords"). The landlord stated that the landlords' agent had permission to represent both landlords. The tenant confirmed that his agent had permission to speak on his behalf and assist him with English language translation.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by anyone.

I explained the hearing and settlement processes to both parties during the hearing. Both parties had an opportunity to ask questions. Both parties confirmed that they wanted to settle this application and they did not want me to make a decision. Neither party made any accommodation requests.

The tenant confirmed receipt of the landlords' 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 landlords' application.

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 August 31, 2021, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlords agreed to pay the tenant \$1,565.00 (\$950.00 for one month of rent, \$475.00 to return the security deposit, and \$140.00 for two months' internet) by 1:00 p.m. on August 31, 2021, once the tenant returns the keys to the rental unit to the landlords first;
3. The landlords agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The landlords agreed that this settlement agreement constitutes a final and binding resolution of his 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 that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The terms and consequences of the above settlement were reviewed in detail, with both parties during the 29-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties repeatedly affirmed, under oath, that they agreed and understood that they could not change or reapply for the settlement terms after the hearing was over and that they knew it was a full and final settlement of this application.

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 advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord(s) **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2021. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on August 31, 2021. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$1,565.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$1,565.00 as per condition #2 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(s) 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.

The landlords must bear the cost of the \$100.00 filing fee paid for this application.

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 27, 2021

Residential Tenancy Branch