



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPT, FFT

### Introduction

This hearing dealt with the tenants' 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 landlord and the two tenants (male and female) 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 26 minutes.

The landlord stated that her son owns the rental unit and that she had permission to speak on his behalf at this hearing. She confirmed the rental unit address. She provided her mailing address for me to send this decision to her after the hearing.

The female tenant confirmed that she had permission to represent the male tenant at this hearing. The female tenant provided her email address for me to send this decision to both tenants after this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure* ("Rules"). The landlord and the two tenants all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties affirmed that they were ready to proceed with this hearing, they did not want me to make a decision, and they wanted to voluntarily settle this application.

The landlord was in receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' 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 the tenants have already vacated the rental unit and the landlord took back possession of it;
2. Both parties agreed to meet nearby and outside a storage unit, at a location confirmed by both parties during this hearing, at 5:00 p.m. on January 18, 2022, where the landlord will give the tenants access to retrieve their following items:
  - a. two televisions;
  - b. two hairdryers;
  - c. two big fans;
  - d. one bag of small items.
3. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 26-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail.

Both parties affirmed that they fully understood and agreed to the above settlement terms. They affirmed that they understood that the above settlement terms were final, binding, and could not be changed after this hearing was over. The female tenant confirmed that she had permission to make this agreement on behalf of the male tenant. The landlord confirmed that she had permission to make this agreement on behalf of her son, the owner.

### Conclusion

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

The tenants 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: January 14, 2022

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Residential Tenancy Branch