



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for an order of possession for the rental unit.

The tenant and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Both parties were given the opportunity to ask questions during the hearing.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

Pursuant to section 64(3)(c) of Act, I have added "bedroom" to the description of the rental unit and amended the landlord first name. In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord will pay the tenant **\$1,000.00** via e-transfer by **March 28, 2022 by 5:00 p.m. Pacific Time.**
2. The parties agree that 1 above is in exchange for the tenancy ending and the parties agree that the tenant has already had the security deposit returned.
3. The parties agree that this mutual agreement represents the tenancy being over and that the tenant has no right of entry to the rental unit.
4. The tenant withdraws this application in full as part of this mutually settled agreement.
5. The tenant is granted a monetary order in the amount of \$1,000.00 which will have no force or effect if the landlord pays the tenant in accordance with 1 above and the tenant successfully deposits the full amount.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Pursuant to section 62(3) of the Act, I make the following order:

I ORDER the parties to comply with their mutually settled agreement described above.

The filing fee is not granted as it was not requested and due to this matter being resolved by way of a mutually settled agreement.

Conclusion

The parties have been ordered to comply with the terms of their mutually settled agreement described above.

The tenant has been granted a monetary order in the amount of \$1,000.00 which will be of no force or effect if the amount owing has been paid as described above. If the landlord does not pay the amount as described above, this order must be served on the

landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties.

The monetary order will be emailed to the tenant, which must be served on the landlord if the tenant requires enforcement of the monetary order.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 25, 2022

Residential Tenancy Branch