



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Jaman Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET FF

Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution to end the tenancy early and obtain an Order of Possession.

All parties appeared for the hearing and provided affirmed testimony. The Tenants confirmed receipt of the Landlord's application and evidence package.

Both parties were reminded about Rule 6.11, which prohibits the recording of hearings. One of the Tenants confirmed she was recording the hearing. During the hearing, I Ordered the Tenant to stop the recording, and to delete any related files. The Tenant confirmed she had done so.

However, I find it important to note the following portion of the Act:

Administrative penalties

87.3 (1) Subject to the regulations, the director may order a person to pay a monetary penalty if the director is satisfied on a balance of probabilities that the person has

- (a) contravened a provision of this Act or the regulations, or*
- (b) failed to comply with a decision or order of the director.*

Since the Tenant admitted to recording the hearing in a manner which contravened the Rules of Procedure, she was ordered to stop. She was also ordered to delete the recording. These Orders stand, and failure to comply with an order may result in administrative penalties.

Settlement Agreement

During the hearing, a mutual agreement was discussed and the Landlord agreed to withdraw his application to end the tenancy early in pursuit of the following settlement agreement.

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 or an order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision and an Order:

Both parties agree to the following:

- The Tenants will move out of the rental unit by **June 30, 2022, at 1pm.**
- The Tenants are not required to pay rent for May or June 2022.
- The Tenants accept that the house will remain “as is” until the end of the tenancy, as the remediation and repair of the rental unit cannot be completed until they move out.
- Both parties are granted leave to apply for monetary compensation for damage or loss under the *Act*, should this be required for any property damage. However, parties are encouraged to try to resolve matters on their own, prior to applying for dispute resolution.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective June 30, 2022, at 1pm and after service on the tenants. The Landlord may serve and enforce this Order if the Tenants fail to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this agreement.

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: April 14, 2022

Residential Tenancy Branch