



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 55;
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord, the landlord's agent, 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 17 minutes.

The landlord, the landlord's agent, and the male tenant confirmed their names and spelling. The landlord and the male tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord stated that she owns the rental unit. She confirmed the rental unit address. She said that her agent, who is her husband, had permission to represent her at this hearing.

The male tenant confirmed that he had permission to represent the female tenant at this hearing (collectively "tenants"). The female tenant did not testify at this hearing. The male tenant said that the female tenant had a Court hearing to attend over the telephone, so she could not participate in this hearing. The female tenant could be heard talking to the male tenant multiple times during 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, the landlord’s agent, and the male tenant 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, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Both parties affirmed that they were ready to proceed with this hearing and they wanted to settle this application. Neither party made any adjournment or accommodation requests.

The male tenant confirmed receipt of the landlord’s application for dispute resolution hearing package. In accordance with sections 89, and 90 of the *Act*, I find that both tenants were duly served with the landlord’s application.

The male tenant confirmed that both tenants did not submit any documentary or digital evidence for this 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, except for the filing fee.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time, except for the filing fee:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on April 30, 2022, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing, except for the filing fee.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except for the filing fee. 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, except for the filing fee.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. Both parties were given ample time during this hearing to think about, review, discuss, ask questions, and negotiate the terms of this settlement.

The landlord was given an opportunity to discuss the settlement terms with her agent privately during this hearing.

The male tenant confirmed that he had permission to make this settlement agreement on behalf of the female tenant.

Filing Fee

Both parties were unable to settle the landlord's application to recover the \$100.00 filing fee. The landlord asked that I make a decision about it.

The filing fee is a discretionary award usually issued by an Arbitrator after a full hearing is conducted on the merits of the applicant's application, a decision is made, and the applicant is successful. Both parties settled this application, and I was not required to conduct a full hearing or make a decision on the merits of the landlord's application.

Accordingly, I dismiss the landlord's application to recover the \$100.00 filing fee, without leave to reapply.

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 discussed with them during the hearing, I issue the attached Order of Possession effective at 1:00 p.m. on April 30, 2022, to be used by the landlord **only** if the tenant(s) do not abide by condition #1 of the above settlement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

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 11, 2022

Residential Tenancy Branch