



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction and Preliminary Matters

On June 6, 2022, the Landlord made an Application for Dispute Resolution seeking an Order of Possession based on a Mutual Agreement to End a Tenancy pursuant to Section 55 of the *Residential Tenancy Act* (the “*Act*”).

T.H. attended the hearing as an agent for the Landlord, and the Tenant attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents was discussed, and submissions were made with respect to the request of the Order of Possession based on the Mutual Agreement to End a Tenancy. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Order of Possession that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the

parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Mutual Agreement to End a Tenancy effective for April 30, 2022 is cancelled and of no force or effect.
2. The Tenant will maintain possession of the rental unit until **February 28, 2023 at 1:00 PM.**
3. The Tenant must give up vacant possession of the rental unit on **February 28, 2023 at 1:00 PM.** An Order of Possession will be awarded to the Landlord for this date.
4. The Tenant must pay to the Landlord the rent owing from May 2022 to October 2022. The Landlord reserves the right to serve a 10 Day Notice to End Tenancy for Unpaid Rent should the Tenant not comply.
5. The Tenant must continue to pay rent after the date of this hearing in accordance with the terms of the tenancy agreement.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

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 they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision, and in recognition of the

settlement agreement, I hereby Order that the Mutual Agreement to End a Tenancy effective for April 30, 2022 to be cancelled and of no force or effect.

The Landlord is provided with a formal copy of an Order of Possession effective at **1:00 PM on February 28, 2023 after service of this Order** on the Tenant. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: October 18, 2022

Residential Tenancy Branch