



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVONSHIRE PROPERTIES
INC and [tenant name suppressed to protect privacy]

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 56; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The landlord's two agents, "landlord PL" and "landlord IN," and the tenant's agent 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 31 minutes from 9:30 a.m. to 10:01 a.m.

All hearing participants confirmed their names and spelling. Landlord PL and the tenant's agent provided their email addresses for me to send this decision to both parties after the hearing.

Landlord PL confirmed that the landlord company ("landlord") named in this application owns the rental unit. She said that she is employed by the landlord as a property manager. She said that she had permission to speak on the landlord's behalf at this hearing. She provided the legal name of the landlord and the rental unit address. She identified herself as the primary speaker for the landlord at this hearing.

Landlord IN confirmed that she is employed by the landlord as an assistant property manager and that she had permission to speak on its behalf at this hearing.

The tenant's agent confirmed that she had permission to represent the tenant at this hearing, as the tenant could not attend, and she is his girlfriend. She provided the tenant's name and spelling.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed, under oath, that they would not record 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. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The tenant's agent confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's application.

The tenant's agent confirmed that the tenant did not submit any evidence for this hearing.

Both parties confirmed that there is a future hearing scheduled for December 20, 2022, for the landlord's application for an order of possession and a monetary order for unpaid rent. The file number for that hearing appears on the front page of this decision. Both parties confirmed that they did not want to settle the monetary rent claims in that application, at this hearing, so they would proceed to the future 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.

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

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 5, 2022, by which time the tenant and any other occupants will have vacated the rental unit;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. The landlord agreed to check with maintenance and inform the tenant, by way of email by November 24, 2022, about the tenant's key FOB access to the rental property building;
4. The landlord agreed to ensure that the tenant has access to the rental unit and the rental property building for the remainder of his tenancy;
5. The tenant agreed to pay pro-rated rent of \$338.71 to the landlord by December 1, 2022 (\$2,100.00 total monthly rent / 31 days in December 2022 x 5 days), which the landlord agreed to accept for the period from December 1 to 5, 2022;
 - a. The landlord agreed that it will not pursue any future claims or applications against the tenant for unpaid rent from December 6 to 31, 2022, provided that the tenant vacates the rental unit by December 5, 2022;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of its application.

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 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 31-minute hearing. Both parties had opportunities to think about, ask questions, negotiate, and discuss the settlement terms in detail.

Landlord PL affirmed that she had permission to make this agreement on behalf of the landlord. The tenant's agent affirmed that she had permission to make this agreement on behalf of the tenant.

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 to be used by the

landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on December 5, 2022. The tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the tenant to pay the landlord pro-rated rent of \$338.71 for the period from December 1 to 5, 2022. I informed the landlord's agents that I could not issue a monetary order to the landlord for same, since the rent is not yet due, as of the date of this hearing.

The landlord 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: November 24, 2022

Residential Tenancy Branch