



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This expedited hearing dealt with an application by the landlord under the Residential Tenancy Act (the Act) for the following:

- An order for early termination of a tenancy pursuant to section 56

The landlord attended with the translator AW (“the landlord”). The tenant attended. Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained. No issues of service were raised.

Recording

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this 49-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so 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:

The parties agreed as follows:

1. The landlord shall carry out an inspection of the unit commencing at 4:00 PM on November 16, 2022, which shall end no later than 7:00 PM.
2. From now on, the parties shall communicate by email regarding the landlord's requests for any inspection at the email address provided by both parties during the hearing which appear on the first page; the parties shall confirm the date and time by an exchange of emails.
3. During all inspections, the tenant shall restrain and control her dogs, so they do not interfere with the landlord.
4. The parties have two upcoming applications scheduled to be heard January 6, 2022, the file numbers appearing on the first page. The parties disagree on the amount of rent the tenant owes the landlord.

- a. By 5:00 PM on November 17, 2022, the landlord shall send the tenant by email a ledger showing all debits and credits related to the rent including the amount claimed outstanding.
- b. By 5:00 PM on November 19, 2022, the tenant shall send an email to the landlord acknowledging the accuracy of the ledger or stating which debits and credits she denies and stating the reason.
- c. By 5:00 PM on November 30, 2022, the tenant shall pay to the landlord the sum of \$4,500.00 on outstanding rent.
- d. The tenant shall make all rental payments by e-transfer at the email address for the landlord which appears on the first page.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Monetary Order in the amount of \$4,500.00 as payment on the undetermined amount of rent owed, payment to be made by the tenant by 5:00 PM on November 30, 2022.

Should either party violate the terms of this agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy. Should the parties fail to comply with these Order(s), the Order(s) may be filed and enforced as an Order of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*. Each party stated they understood and agreed to the terms of this settlement. The settlement was fully discussed by the parties in the hearing. The parties testified they understood and agreed the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

The Application for Dispute Resolution is settled on the above terms of settlement.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Monetary Order in the amount of \$4,500.00 as payment on the undetermined balance of rent owed owing payable in full by 5:00 PM on November 30, 2022.

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 15, 2022

Residential Tenancy Branch