



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUGH & MCKINNON REALTY
LTD 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 order of possession, pursuant to section 56; and
- authorization to recover the \$100.00 filing fee for this application, pursuant to section 72.

The landlord's agent, the tenant, and the tenant's two agents, "tenant HR" and "tenant JS," 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 began at 11:00 a.m. with me and the landlord's agent present. The tenant and her two agents called in late at 11:03 a.m. I did not discuss any evidence with the landlord's agent in the absence of the tenant and her agents. This hearing ended at 11:35 a.m. This hearing lasted approximately 35 minutes total.

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

The landlord confirmed that she is the property manager for the landlord company ("landlord") named in this application. She said that the landlord is the agent for the owner. She provided the rental unit address. She stated that she had permission to represent the landlord and owner at this hearing.

The tenant confirmed that tenant HR, who is her son, had permission to represent her at this hearing. Tenant HR stated that he required assistance from tenant JS at this hearing.

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. I informed them that I could not provide legal advice to them or act as their agent or advocate. 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 voluntarily settle this application, and they did not want me to make a decision.

Tenant HR confirmed receipt of the landlord’s application for dispute resolution hearing package. He said that he received all documents and evidence from the landlord, except the application, which he received from the RTB.

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 January 15, 2023, 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 that this settlement agreement constitutes a final and binding resolution of the landlord’s application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. Both parties 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 35-minute hearing. Both parties had opportunities to think about, ask questions, negotiate, and discuss the settlement terms in detail. The tenant was given ample and additional time during this hearing, to privately discuss the above settlement terms with her two agents.

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 January 15, 2023. 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.

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: December 08, 2022

Residential Tenancy Branch