



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 an Application for Dispute Resolution that was filed by the Landlord (the Application) under the Residential Tenancy Act (the Act), on December 13, 2022, seeking:

- An early end to the tenancy pursuant to section 56 of the Act; and
- Recovery of the filing fee.

The hearing was originally convened by telephone conference call on January 13, 2023, at 9:30 AM and was adjourned due to the time constraints of the hearing and the complexity of the matters. An interim decision was email to the parties, as per their request at the hearing, on January 16, 2023, along with a new notice of hearing. The hearing was reconvened at 1:30 P.M. on January 19, 2023, and was attended by the Landlord G.A., an agent for the Landlord P.R., the occupant of the lower unit B.L., the Tenant M.D.J. and another occupant of the rental unit K.W. Two witnesses for the Landlord J.P. and S.G., as well as two witnesses for the Tenant T.G. and B.I. were also in attendance. All testimony provided was affirmed.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, to call witnesses, and to make submissions at the hearing. The participants were advised that pursuant to rule 6.10 of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The participants were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The participants were also advised that personal

recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

The witnesses were excluded from the proceedings after affirmations were taken and the rules of conduct were explained and were ultimately not called upon to return to the hearing or provide testimony as the matters were settled.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Order(s).

A settlement was proposed and after a brief adjournment of approximately 7 minutes, the parties returned to the hearing and mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end by way of mutual agreement on September 1, 2023.
2. The Tenant agrees to vacate the rental property by 1:00 P.M. on September 1, 2023, and that the Landlord may be provided with an Order of Possession for this date and time.
3. The parties agree that unless otherwise arranged and agreed to, a move out condition inspection will be completed at 1:00 P.M. on September 1, 2023.
4. The Landlord agrees that their Application seeking cancellation of the tenancy under section 56 of the Act is withdrawn as part of this settlement agreement.
5. The Tenant agrees to withdraw their own un-crossed Application, the file number for which has been recorded on the cover page of this decision, scheduled to be heard on March 10, 2023, at 9:30 A.M. as the matters have been resolved under this settlement agreement.
6. The parties agree that the Landlord owes the Tenant \$3,000.00, that the Tenant may be provided with a Monetary Order in this amount, and that this amount constitutes full and final settlement of the financial matters claimed by the Tenant in their above noted Application.
7. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with the Act and/or this agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of the settlement agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenant a Monetary Order in the amount of **\$3,000.00**. The Tenant is provided with this Order in the above terms and the Landlord must be served with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. In lieu enforcing this Monetary Order in the Small Claims Division of the Provincial Court, the Tenant is authorized, pursuant to section 72(2)(a) of the Act, to deduct this amount from rent, should they wish to do so. At the hearing, the parties agreed that rent is currently \$1,900.00 per month. As a result, the Tenant is permitted to deduct \$1,900.00 from the rent owed for February of 2023, and \$1,100.00 from the rent owed for March of 2023.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective September 1, 2023, at 1:00 P.M. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as Possible. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 19, 2023

Residential Tenancy Branch