



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, FFT

### Introduction

This hearing dealt with the tenant's application, filed on December 30, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

"Landlord SHF" did not attend this hearing. Landlord SM ("landlord") and the tenant 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 20 minutes. This hearing began at 11:00 a.m. with only me present. The tenant called in late at 11:01 a.m. and the landlord called in late at 11:02 a.m. I did not discuss any evidence in the absence of either party. This hearing ended at 11:20 a.m.

Both parties confirmed their names and spelling. The landlord provided the name and spelling for landlord SHF. The landlord and the tenant provided their email addresses for me to send copies of this decision to both parties after this hearing.

The landlord confirmed that he had permission to represent landlord SHF (collectively "landlords"). He said that both landlords co-own the rental unit. He provided the rental unit address.

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, both parties 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 affirmed 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 landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that both landlords were duly served with the tenant's application.

The landlord stated that the landlords did not provide any written evidence for this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of landlord SHF's surname. Both parties consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

### Settlement Terms

Pursuant to section 63 of the *Act*, if both parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision and orders. During this hearing, both 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 August 1, 2023, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlords will pay the tenant \$1,000.00 total for all moving expenses for this rental unit and tenancy, by 1:00 p.m. on August 1, 2023, provided that the tenant vacates the rental unit first by 1:00 p.m. on August 1, 2023;
  - a. The tenant agreed that the above \$1,000.00 agreement is a full and final settlement of all his moving expenses for this tenancy and rental unit;

- b. The tenant agreed that he will not pursue any future claims or applications against the landlords for any moving expenses for this tenancy or rental unit;
3. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his 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 at the hearing 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 20-minute hearing. Both parties had opportunities to ask questions and to negotiate and discuss the above settlement terms during this hearing. Both parties were provided with ample and additional time during this hearing to think about, review, discuss, negotiate, and decide about the above settlement terms.

### 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 this hearing, I issue the attached Order of Possession effective at 1:00 p.m. on August 1, 2023, to be used by the landlord(s) **only** if the tenant and any other occupants do not abide by condition #1 of the above settlement. 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.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$1,000.00, against the landlord(s). I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$1,000.00 total, as per condition #2 of the above agreement. The landlord(s) must be served with this Order. Should the landlord(s) 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.

The tenant 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: May 01, 2023

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Residential Tenancy Branch