



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application for an early end to tenancy pursuant to section 56 of the *Residential Tenancy Act* (the *Act*) and the issuance of an Order of Possession.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed that he received the landlord's dispute resolution hearing package and written evidence package, sent by the landlord on November 5, 2017 by registered mail. I find the tenant duly served with these documents in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an early end of tenancy and an Order of Possession?

Background and Evidence

This tenancy for the landlord's partially furnished manufactured home began on July 1, 2017, as a short-term fixed term tenancy, scheduled to end on September 1, 2017. According to the terms of the written tenancy agreement between the parties, the tenant agreed that he is responsible for paying monthly rent of \$900.00 in advance on the first of each month. No security deposit was paid for this tenancy.

When the tenant failed to vacate the rental unit in accordance with the terms of their fixed term tenancy agreement, the parties on October 10, 2017 signed a mutual agreement to end this tenancy by October 31, 2017. When the tenant again failed to vacate the rental unit, the landlord applied for an early end to this tenancy.

The landlord identified a number of reasons why she was seeking an early end to this tenancy, including worries that some of her personal belongings and furnishings in the rental unit were being removed without her authorization, damage was occurring to the rental unit, unauthorized individuals were staying at the rental unit or had access to it, and unprecedented hydro use was happening. She also gave sworn testimony that the owner of the manufactured home park had issued a number of letters requiring tenants in this park to undertake required repairs. She said that the owner of the park had issued a number of 1 Month Notices to End Tenancy for Cause (1 Month Notices) to other park residents and was worried that she would soon be receiving this type of eviction notice due to her inability to complete the repairs identified as necessary by the owner of the manufactured home park. She said that she and her husband could not undertake the major repairs required until they obtain vacant possession of this manufactured home, which they intended to move back into once the repairs have been completed.

Analysis

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 or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of all issues arising out of the landlord's application:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on December 31, 2017, by which time the tenant and all occupants of the rental unit will have vacated the rental unit.
2. The tenant agreed to pay the landlord \$900.00, the amount currently owing for his November 2017 rent by December 7, 2017. The landlord agreed to accept this payment for use and occupancy only and not to reinstate this tenancy.
3. The tenant agreed to pay a further \$450.00, an amount that the landlord agreed to accept as full compensation for the tenant's continued use and occupancy of the rental unit until December 31, 2017.
4. Both parties agreed that this settlement agreement as outlined above constituted a final and binding resolution of the landlord's application for dispute resolution and the monetary issues arising out of this tenancy until it ends on December 31, 2017, and that they did so of their own free will and not on the basis of force or coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with these Orders as soon as possible after it becomes apparent that the tenant has not vacated the premises in accordance with their agreement. The landlord is provided with a formal copy of an Order of Possession effective by 1:00 p.m. on December 31, 2017. 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 landlord's favour in the amount of \$900.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give effect to the settlement agreement, I further order that the amount owed by the tenant for his use and occupancy of the rental unit for the month of December 2017 is set at \$450.00, payable by December 21, 2017.

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 27, 2017

Residential Tenancy Branch