



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      ET FF

### Preliminary Matters

During the hearing Agent (2) was cautioned about her conduct. Taking a personal telephone call and talking over another participant who is providing testimony is inappropriate behaviour. Agent (3) attended the hearing unprepared to provide his testimony during the normal process and interrupted the hearing to request to provide his testimony immediately then disconnect from the hearing. Both behaviours are contrary to the *Residential Tenancy Branch Rules of Procedure*.

The Agent (2) requested an amendment to the Landlord's application to correct the address so it read "upper" instead of "lower". The Tenants were in agreement to the correction. In the presence of the settlement agreement and the Tenants approval I granted the amendment to correct the Tenant's address listed on the application.

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to end the tenancy early and obtain an Order of Possession.

### Issues(s) to be Decided

1. Have the Tenants breached the Act?
2. If so, has the Landlord proven entitlement to end the tenancy early and obtain an Order of Possession due to the breach?

### Background and Evidence

During the course of the hearing the parties agreed to settle this matter.

### Analysis

The parties reached an agreement to settle this matter, on the following conditions:

1. the Landlord withdraws their application; and
2. the Tenants withdraw their application which is scheduled to be heard on December 17, 2010; and
3. the Tenants agree to pay the December 1, 2010, rent in the amount of \$1,150.00 no later than Monday December 13, 2010, at 5:00 p.m.; and
4. if the Tenants fail to pay the December 2010 rent as agreed above then the Landlord may serve the Tenants with the enclosed conditional Order of Possession effective two days upon service on the Tenants along with the enclosed conditional monetary order; and
5. the Tenants agree to pay the January 1, 2011 rent, in the amount of \$1,150.00 no later than January 1, 2011 at 5:00 p.m.,
6. if the Tenants fail to pay the January 2011 rent as agreed above then the Landlord may serve the Tenants with the enclosed conditional Order of Possession effective two days upon service on the Tenants along with the enclosed conditional monetary order; and
7. the Landlord's contractors will be allowed access to the basement level of the rental house to conduct renovations from Monday through Saturday between the hours of 9:00 a.m. to 6:30 p.m.; and
8. there is to be no construction work conducted at the rental property on Sundays or statutory holidays for the remainder of the tenancy; and
9. both parties mutually agree to end the tenancy effective January 31, 2011 at 1:00 p.m.; and

10. In support of the mutual agreement to end tenancy the Landlord's decision will be accompanied by an Order of Possession effective January 31, 2011, at 1:00 p.m.

### Conclusion

In support of the mutual agreement the Landlord's decision will be accompanied by one monetary order in the amount of \$1,150.00 which may be served on the Tenants if they fail to pay either the December or January rents as per the agreement above. If rents are paid in accordance with this settlement agreement then the monetary order becomes void and is of no force or effect.

A conditional Order of Possession effective 2 days on service will be included and may be served on the Tenants if they fail to pay either the December or January rents as per the agreement above. If the Tenants pay the December 2010 and January 2011 rents as per the above settlement agreement the order of possession effective 2 days upon service becomes void and is of no force or effect.

In support of the mutual agreement to end tenancy the Landlord is granted an Order of Possession effective January 31, 2011. This Order must be served upon the Tenants and may be filed in Supreme Court 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 *Residential Tenancy Act*.

Dated: December 10, 2010.

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Dispute Resolution Officer