



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHELMAR CREDIT ACCEPTANCE LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord to end the tenancy early and to recover the filing fee.

An agent for the Landlord and both Tenants appeared for the hearing and provided affirmed testimony. The Landlord’s agent testified that she had served a copy of the Application and the Notice of Hearing documents to the Tenants by placing them in their mail box. The Tenant confirmed receipt of this but explained that this was not through registered mail. Furthermore, the Landlord explained that the written evidence she relied upon in the hearing, which comprised of photographs and statements from other residents in the building, had not been provided to the Tenants in order to protect the identity of the witnesses.

I explained to the Landlord that I was not able to proceed with the Application as the Landlord had failed to serve each Tenant the required documents in accordance with Section 89(2) of the Act. Furthermore, the Landlord had not served the Tenants with a copy of the written evidence in accordance with the Rules of Procedure which were outlined on the Fact Sheet provided to the Landlord when the Application was made.

However, the Tenants explained that they intended to vacate the rental suite and the Landlord’s agent and Tenants engaged in a discussion and decided that it was better to settle this matter through a mutual agreement to end the tenancy.

Settlement Agreement

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.

The Landlord and Tenants both agreed to end the tenancy on **August 31, 2014** at which point the Tenants are required to vacate the rental suite.

The Landlord is issued with an Order of Possession effective for this date. The Tenants are still obligated to pay rent for the duration of the tenancy.

The Tenants agreed that there will be no disturbances for the remaining duration of the tenancy.

Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective **at 1:00 pm on August 31, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenants fail to vacate the rental unit in accordance with the above agreement.

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: July 29, 2014

Residential Tenancy Branch