



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUNS RIVERS BEND CORP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      O, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55 for the tenants' failure to abide by the terms of a mutual end to tenancy agreement the parties signed; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

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 landlord attending this hearing (the landlord) confirmed that he was also representing the interests of the corporate landlord. The female tenant who attended this hearing representing herself and the other tenant, her son, confirmed that the landlord handed her a copy of the dispute resolution hearing package including the landlords' application for dispute resolution on May 11, 2015. The female tenant also confirmed that she received a copy of the landlords' written evidence. I find all of these documents were duly served on the tenants by the landlords in accordance with sections 88 and 89 of the *Act*.

### Issues(s) to be Decided

Are the landlords entitled to an Order of Possession on the basis of a mutual agreement to end tenancy signed by both parties? Are the landlords entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

This tenancy began on or about October 1, 2012. Monthly rent is currently set at \$800.00, payable in advance on the first of each month. The landlord has already returned the \$400.00 security deposit to the tenants.

The landlord entered undisputed sworn testimony and written evidence that on March 12, 2015, the tenants and the landlord signed a Mutual Agreement to End a Tenancy

that was to have taken effect on April 1, 2015. As the tenants have not yet vacated the rental unit, the landlords applied for an Order of Possession.

### 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 this tenancy at this time on the basis of the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 1, 2015, by which time the tenants will have vacated the rental unit.
2. Both parties agreed that the terms as outlined above resolved all issues arising out of the landlords' application and all outstanding issues in dispute regarding this tenancy.

### 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(s) if the tenants do not vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenant(s) must be served with an Order in the event that the tenant(s) do not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: June 24, 2015

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Residential Tenancy Branch

