



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding The Kettle Friendship Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

ET and FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has applied to end the tenancy early, for an Order of Possession, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on June 06, 2015 the Application for Dispute Resolution, the Notice of Hearing, and 12 pages of evidence that were submitted to the Residential Tenancy Branch when the Application was filed were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On June 22, 2015 the Tenant submitted 36 pages of evidence to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that these documents were personally served to the Landlord on June 22, 2015. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On June 24, 2015 the Tenant submitted 2 pages of evidence to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant stated that he is not certain if these documents were served to the Landlord. The Agent for the Landlord stated these documents were not received. I find that the Tenant has failed to establish that these documents were served to the Landlord and they were not accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to end this tenancy early and to an Order of Possession on the basis that the tenancy is ending early, pursuant to section 56(1) of the *Residential Tenancy Act (Act)*?

### Background and Evidence

At the outset of the hearing the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the parties mutually agree to end the tenancy on July 31, 2015;
- the Landlord will receive an Order of Possession that is effective July 31, 2015; and
- the Landlord will retain \$50.00 from the security deposit in compensation for the cost of filing this Application for Dispute Resolution.

### Analysis

This matter has been settled in accordance with the aforementioned terms.

### Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on July 31, 2015. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

On the basis of the settlement agreement the Landlord is entitled to retain \$50.00 from the Tenant's security deposit.

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 08, 2015

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Residential Tenancy Branch

