



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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.

The Landlord and the female Tenant appeared for the hearing and the Tenant was assisted by a friend. The Tenant confirmed receipt of the Landlord’s Application, the Notice of Hearing documents, and the Landlord’s documentary and digital evidence. The Tenant confirmed that they had not submitted any evidence prior to this hearing.

At the start of the hearing, the Tenant indicated that they were planning to vacate the rental suite but needed until the end of January 2016 to do so. Before the parties were invited to provide and present their evidence for this dispute, I offered the parties an opportunity to settle this matter through mutual agreement. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute by agreeing to mutually end the tenancy.

The Tenant indicated that she would be willing to vacate the rental suite by January 31, 2016 and the Landlord was agreeable to this proposal.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy 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.

Both parties agreed to end the tenancy on January 31, 2016 at 1:00 p.m. In order to give effect to the ending of the tenancy, the Landlord is issued with an Order of Possession which is dated effective for this date and time. Copies of this order are

attached to the Landlord's copy of this decision. This order must be served on the Tenants. If the Tenants fail to vacate the rental suite by this agreed date, the Landlord may file and enforce the order in the Supreme Court as an order of that court. The Tenant is still obligated to pay rent under the tenancy agreement until the tenancy is ended on January 31, 2016. If the Tenant fails to do so, the Landlord may still use remedies under the Act to end the tenancy for unpaid rent earlier than the agreed date of January 31, 2016.

As the parties agreed to end the tenancy through mutual consensus, the Landlord's Application for the recovery of the filing fee is dismissed. Both parties confirmed voluntary resolution of the Landlord's Application in full by settlement both during and at the conclusion of the proceedings. This file is now closed.

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 29, 2015

Residential Tenancy Branch

