



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an early end to this tenancy and an Order of Possession pursuant to section 56 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions with respect to the landlord's application to end the tenancy early. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

The parties agreed that this tenancy began on a month to month basis on October 1, 2015 with a rental amount of \$950.00 payable on the first of each month. The tenant had resided as an occupant in the rental unit prior to October 1, 2015 along with another person and took over the rental of the unit when that person moved out. Both parties agreed that the landlord continues to hold a security deposit of \$475.00 paid by the original, previous tenant at the outset of his tenancy. Before the conclusion of this hearing, the tenant advised that he intended to vacate the rental unit. As a result of a settlement discussion, both parties were able to reach a mutually satisfactory agreement with respect to this matter.

### 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. Given the

agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

**The Parties mutually agreed as follows:**

1. The tenant agrees to vacate the rental unit on or before March 28, 2016 at one in the afternoon.
2. The tenant agrees to ensure that all tenant possessions currently in the rental will be removed on or before March 28, 2016 at one in the afternoon.
3. The tenant agrees to ensure that the keys for the rental unit have been returned to the landlords on or before March 28, 2016 by one in the afternoon.
4. The tenant agrees to pay the landlord the outstanding rental amount for March 2016 of \$950.00.
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails to vacate the residence by March 28, 2016 in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not vacate the premises in accordance with the agreement within this decision. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the tenant to pay the outstanding rental amount of \$950.00 to the landlords in accordance with section 26 of the *Act*.

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: March 16, 2016

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Residential Tenancy Branch

