



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET OPC O

### Preliminary Issues

Upon review of the application for Dispute Resolution the Landlord confirmed that he had listed the common short version of his name as applicant and signed the online application with his legal name.

The male Tenant testified his name was listed in the common short version of his name as respondent and on the tenancy agreement. The male Tenant confirmed his legal name during this hearing.

I informed the parties I would change the style of cause for the Landlord's name and the male Tenant's name to include their legal names. Each person was given the opportunity to comment and no issues were raised reading those amendments. Accordingly, the style of cause listed on the front page of this Decision includes the legal names of the Landlord and male Tenant as amended, pursuant to section 64(3)(c) of the Act.

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on May 25, 2016. The Landlord filed seeking an Early End to the Tenancy (ET); to obtain an Order of Possession for cause; and for other reasons.

The hearing was conducted via teleconference and was attended by the Landlord and both Tenants. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

The Tenants entered into a written fixed term tenancy agreement which began on March 1, 2016 and was scheduled to end on February 28, 2017. Rent of \$700.00 is payable on or before the first of each month and on February 12, 2016 the Tenants paid \$350.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### 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 and achieved a resolution of their dispute on the following terms:

- 1) The Landlord agreed to withdraw their application for Dispute Resolution;
- 2) The parties agreed the 1 Month Notice to end tenancy issued May 16, 2016 would be withdrawn;
- 3) The parties mutually agreed to end the tenancy effective **July 31, 2016 at 1:00 p.m.** at which time the Landlord would obtain vacant possession of the rental unit;
- 4) The Tenants agreed, effective immediately, the Tenants would not allow guests to enter or exit the rental building between the hours of 11:00 p.m. and 7:00 a.m. daily and until such time as the Landlord regains vacant possession of the rental unit;
- 5) The parties agreed the Tenants themselves would have unrestricted access to exit or enter the rental building at any time day or night;
- 6) The Tenants agreed they would exit or enter the rental building quietly so as not to disturb any other occupants;
- 7) The Tenants agreed to pay their July 1, 2016 rent on time and in accordance with the tenancy agreement;
- 8) The parties agreed that if the Landlord had irrefutable evidence that the Tenant or Tenants breached any term of this agreement the conditional 2 day Order of Possession would be in full force and effect and the Landlord could serve it upon the Tenants to obtain vacant possession of the rental unit;
- 9) Each person acknowledged their understanding that this settled Decision resolved the matters contained in the Landlord's application and that no finding were made on the merits of the said application for dispute resolution; and
- 10) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The Landlord has been issued two Orders of Possession as follows: (1) Order of Possession effective **July 31, 2016 at 1:00 p.m. after service upon the Tenants.** (2) A Conditional Order of Possession effective **Two (2) Days after service upon the Tenant.** The conditional Order of Possession becomes effective in the event that the Landlord has irrefutable evidence that the Tenant or Tenants breached any term of the above listed settlement agreement.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act on the above listed terms.

This decision is final, legally binding, and 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 17, 2016

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Residential Tenancy Branch