



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with the landlords' 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 their 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, to make submissions, to call witnesses and to cross-examine one another. The wife of the Respondent identified in this application (the agent), who the parties agreed was also a co-tenant in this tenancy, represented the Respondent. She said that her husband was on life support in a local hospital and could not attend the hearing.

The agent initially requested an adjournment of this hearing; however, she also confirmed that she was a co-tenant, resided in the rental unit with her husband, was familiar with the circumstances of this tenancy and was authorized to represent the interests of her and her husband with respect to this matter. Under these circumstances and as the landlords' application was for an early end to this tenancy, I did not grant the request for an adjournment of this hearing. To do so would have unnecessarily prejudiced the landlords' rights. I came to this determination after considering the criteria for granting an adjournment of a hearing as outlined in Rule 7.9 of the Residential Tenancy Branch's Rules of Procedure.

The agent confirmed that she and her husband had been handed a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on September 13, 2017. I find that the 10 Day Notice was duly served to the Respondent in accordance with section 88 of the *Act*. Neither the Respondent nor the landlords have submitted any application for dispute resolution pertaining to the 10 Day Notice.

The agent confirmed that she and her husband were handed separate copies of the landlord's dispute resolution hearing package and written evidence in the form of a copy of a tenancy agreement by the landlords on September 29, 2017. I find that these documents were duly served by the landlords in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Are the landlords entitled to an early end to this tenancy and an Order of Possession?
Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

Although the tenancy agreement entered into written evidence by the landlords identified a tenancy that commenced on August 1, 2017 and was to last until January 1, 2018, the parties agreed that the agent/co-tenant was residing in the rental unit as of 2016.

While there was some dispute between the parties in attendance as to the amount and breakdown of the monthly rent, the rent identified on the signed tenancy agreement showed \$775.00 in monthly rent owing as of the first of each month. The landlords continue to hold the tenant's \$300.00 security deposit.

The agent did not dispute the landlord's claim that rent for September 2017 remained owing for this tenancy and formed the basis for the 10 Day Notice.

The landlords' application for dispute resolution maintained that the Respondent made threats towards the landlords and another tenant in this rental property after receiving the 10 Day Notice.

Analysis

Pursuant to section 56 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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The Respondent's agent confirmed that she had authority to act on the Respondent's behalf in this regard as she was a co-tenant in this matter.

Both parties agreed to a final and binding resolution of the issues currently before me and arising from the landlords' application under the following terms:

1. The parties agreed that this tenancy will end at 1:00 p.m. on December 1, 2017, by which time the tenants will have vacated the rental unit.
2. Both parties agreed that this resolution constituted a final and binding resolution of all issues in dispute arising out of the landlords' application, and that they entered into this settlement agreement of their own free will and volition, and without any element of coercion.

Conclusion

To give legal effect to the settlement agreement entered into by the parties, I issue the attached Order of Possession to take effect by 1:00 p.m. on December 1, 2017, to be used by the landlord(s) if the tenants and all occupants 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: November 10, 2017

Residential Tenancy Branch