



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

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.

Both parties attended the hearing and were given an opportunity to be heard, to present testimony and to make submissions. 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. The tenant will vacate the rental unit on April 30, 2018.

Background and Evidence

By way of a brief background, this tenancy began in December 1, 2016. During the time that the tenant resided in the rental unit, there were a number of miscommunications and angry words said to the other party. Ultimately, after receiving the notice to end tenancy, the tenant decided to look for another rental property and has done so. The landlords continue to hold a \$500.00 security deposit paid by the tenant at the outset of this tenancy. The parties agreed that the security deposit would be addressed after a condition inspection at move-out.

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 agreed to vacate the rental unit on or before April 30, 2018 at seven (7:00 p.m.) in the evening.

2. The parties agree that, after the tenant removes all of his belongings by 7:00 p.m. on April 30, 2018, the landlord's father will attend to the rental unit by 7:30 p.m. to complete an inspection of the premises at the end of this tenancy.
3. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties, I grant the landlord an Order of Possession effective May 1, 2018. 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.

To give effect to the second clause of this agreement, I order that the tenant remain on premises and meet with an agent for the landlord at 7:30 p.m. on April 30, 2018. I also order that the landlords ensure their father (representative) will be in attendance to review the condition of the unit with the tenant and return any 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: April 26, 2018

Residential Tenancy Branch