



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

On August 10, 2018 the Landlord applied for a Dispute Resolution proceeding seeking an Early Termination of Tenancy and Order of Possession – posing an immediate and severe risk, pursuant to section 56 of the *Residential Tenancy Act* (the Act).

The Tenant and Landlord both attended the hearing, as did two relatives of the Landlord to assist with communication. All parties were affirmed to be truthful in their testimony and were provided the opportunity to present their testimony and evidence. The Tenant testified that he received the Notice of Hearing but that he was not served with the evidence submitted by the Landlord. As this hearing has resulted in a settlement agreement I will not decide whether or not the evidence was properly served, however I find that the Tenant was duly served with the Notice of Hearing documents in accordance with sections 88 and 89 of the Act.

### Issues to be Decided

Is the Landlord entitled to an Order of Possession based on an application for an Early Termination of Tenancy?

Is the Landlord entitled to the return of their filing fee for this application?

### Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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. Accordingly, I attempted to assist the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

After all parties had the opportunity to present their evidence the opportunity for settlement was discussed. The parties were informed that while there was no obligation to resolve the dispute through settlement, I could assist them in reaching agreement if they wanted to come to a settlement.

The Landlord and Tenant did come to an agreement and confirmed that this Agreement was made voluntarily.

The parties agreed to settle this matter as follows:

The parties agree that the tenancy will end on November 1, 2018 at 1:00 pm.

The parties confirmed twice that this agreement to end the tenancy on November 1, 2018 is correct and I confirmed once again before ending the hearing that the parties agreed to this settlement voluntarily. The parties acknowledged that this Agreement is final and binding.

As the outcome was achieved through negotiation, I decline to award recovery of the filing fee to the Landlords.

### Conclusion

I order the parties to comply with the terms of the settlement agreement as set out above.

In support of this settlement agreement, I grant the Landlord an order of possession effective November 1, 2018, and which must be served on the Tenant.

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: September 27, 2018

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Residential Tenancy Branch