



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

On November 3, 2018, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

The Landlord attended the hearing with B.A. attending as his agent. The Tenant attended the hearing as well. All parties provided a solemn affirmation.

The Landlord confirmed that the Tenant was served the Notice of Hearing package by hand on November 7, 2018 with a witness and the Tenant confirmed receiving this. Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing package.

The Tenant advised that she did not submit any evidence. The Landlord advised that he served his evidence to the Tenant at the same time the Notice of Hearing package was served, and the Tenant confirmed that she received this as well. The Landlord’s evidence was saved onto a CD; however, the Landlord did not ensure that the Tenant had the ability to access or view this evidence. As the Landlord did not comply with Rule 3.10.5 of the Rules of Procedure and confirm that the Tenant had the ability to review this evidence, I have not accepted or considered this digital evidence when rendering this decision.

Both parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the tenancy started on October 1, 2018 and rent was currently established at \$560.00 per month, due on the first of each month. According to the tenancy agreement, a security deposit of \$280.00 was required; however, the Tenant only paid \$200.00 towards that.

The parties provided testimony with respect to the reason for the early end of tenancy; however, the topic of a settlement was brought up by the parties.

Settlement Agreement

The possibility of a settlement was raised, pursuant to Section 63(1) of the *Act*, which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Tenant and Landlord agreed that the Tenant will have possession of the rental unit but must vacate the rental unit by **December 10, 2018 at 1:00 PM**.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this Application.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If condition one is not satisfactorily complied with, the Landlord is granted an Order of Possession effective **December 10, 2018 at 1:00 PM after service of this Order** on the Tenant.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a

voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I have recorded the terms of settlement in this decision and in recognition of the settlement agreement.

In support of the settlement described above and with agreement of both parties, I grant the Landlord a conditional Order of Possession, to serve and enforce upon the Tenant if necessary, effective **December 10, 2018 at 1:00 PM**. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Landlord may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

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 30, 2018

Residential Tenancy Branch