



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

On October 30, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an early end of tenancy, an Order of Possession, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. The Tenant stated that she did not submit any evidence for this hearing.

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 and include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Landlord’s Application.

1. The Landlord withdrew the One-Month Notice to End Tenancy, dated October 10, 2018.
2. The Tenant agreed to move out of the rental unit on January 15, 2019.
3. The Tenant agreed to provide the Landlord a key to the rental unit within two days of receiving this Decision.
4. The Tenant agreed to pay the December 2018 and January 2019 rent in full and on time, in accordance with the Tenancy Agreement.
5. The Tenant agreed to immediately pay the balance of any outstanding utility bills, in accordance with the Tenancy Agreement.

6. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Landlord's issues were addressed by settlement, I make no award for the recovery of the filing fee.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Landlord's Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Order of Possession to be used by the Landlord only if the Tenant fails to vacate the rental unit by 1:00 p.m. on January 15, 2019. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order in the event that the Tenant does not vacate the rental unit as agreed to in the Settlement Agreement. Should the Tenant 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: December 3, 2018

Residential Tenancy Branch