



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AVALON HOTEL  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on January 29, 2019 (the "Application"). The Landlord applied for an early end to the tenancy under section 56 of the *Residential Tenancy Act* (the "Act").

The Representative and Manager appeared at the hearing for the Landlord. The Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Tenant provided his full legal name and this is reflected in the style of cause.

The Landlord had submitted evidence prior to the hearing. The Tenant had not submitted evidence. I addressed service of the hearing package and evidence and the Tenant confirmed he received these.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision

would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end and the Tenant will vacate the rental unit by 1:00 p.m. on February 28, 2019.

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

The Landlord is granted an **Order of Possession effective at 1:00 p.m. on February 28, 2019**. If the Tenant does not vacate the rental unit in accordance with the above agreement, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed and enforced in the Supreme Court 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 *Act*.

Dated: February 22, 2019

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Residential Tenancy Branch