



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

ET and FFL

### **Introduction**

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has applied to end the tenancy early, for an Order of Possession, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on February 08, 2019 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents.

On February 08, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that some of this evidence was served to the Tenant with the Application for Dispute Resolution and that some of it was served by registered mail on February 16, 2019. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On March 05, 2019 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was personally served to the Landlord on March 05, 2019. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

### **Issue(s) to be Decided**

Is the Landlord is entitled to end this tenancy early and to an Order of Possession on the basis that the tenancy is ending early, pursuant to section 56(1) of the *Residential Tenancy Act (Act)*?

### Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- the tenancy will end, by mutual agreement, on March 31, 2019;
- the Tenant will not turn off the power or drain the hot water tank for the duration of the tenancy; and
- both parties will treat the other party with respect for the duration of the tenancy.

Both parties declared that they understood this settlement agreement was final and binding, and that they voluntarily entered into the agreement. The agreement was reviewed with the parties on at least two occasions and I am satisfied the parties understand the terms of the agreement.

### Analysis

This dispute has been settled in accordance with the aforementioned terms.

### Conclusion

On the basis of the settlement agreement I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on March 31, 2019. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and 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: March 12, 2019

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Residential Tenancy Branch