



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “*Act*”) for an Order of Possession to end the tenancy early pursuant to Section 56 of the *Act*, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The Landlord and one Tenant were present for the teleconference hearing. The Landlord also had two witnesses join the hearing to present testimony.

The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence. The Tenants did not submit any evidence prior to the hearing. The Landlord confirmed that both Tenants were served and submitted photos into evidence which show two packages posted on the Tenants’ door with the name of one Tenant on each package. The Landlord also submitted a proof of service form signed by a witness stating that the Landlord posted a Notice of Dispute Resolution Proceeding package on the Tenants’ door for each Tenant. As such, despite only one Tenant attending the hearing, I find that both Tenants were duly served in accordance with Sections 88 and 89 of the *Act*.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions, call witnesses and question the other party.

During the hearing, the parties reached a Settlement Agreement which will be outlined below.

Settlement Agreement

As stated in Section 63 of the *Act*, parties may be provided the opportunity to settle their dispute and for a settlement reached to be recorded in the form of a decision and/or Order. During the hearing the parties were able to come to the following agreement:

1. The tenancy will end on July 31, 2019 at 1:00 pm.
2. In order to uphold this agreement, the Landlord is granted an Order of Possession effective July 31, 2019 at 1:00 pm.
3. The Landlord agrees to withdraw his claim for the recovery of the filing fee paid for the Application for Dispute Resolution.

The parties both agreed that they were entering into the agreement voluntarily and of their own free will. They also confirmed their understanding that a Settlement Agreement is final and binding and constitutes full resolution of the claims on the Application for Dispute Resolution.

Conclusion

The parties are ordered to follow the terms of the Settlement Agreement as outlined above.

To uphold the Settlement Agreement, I grant an Order of Possession to the Landlord effective on **July 31, 2019 at 1:00 pm**. This Order must be served on the Tenants. Should the Tenants 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: July 23, 2019

Residential Tenancy Branch