



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET FFL**

Introduction

This expedited hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for early termination of a tenancy pursuant to section 56;
- Authorization to recover the filing fee for this application pursuant to section 72.

All parties attended. The proceedings are amended to add KD, the spouse of AD, as a tenant.

No issues of service were raised. I find the Applicant served the Respondent as required under the *Act*.

The hearing process was explained, and each party had the opportunity to ask questions. Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. The hearing lasted 105 minutes.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 1:00 PM on February 15, 2020, by which time the tenants and any other occupants will return vacant possession of the rental unit to the landlord.
2. The tenants will pay to the landlord the sum of \$1,500.00 for outstanding rent due to date including rent for November and December 2019 and January 2020, payment to be made to the landlord by 5:00 PM on January 6, 2020;
3. The parties agreed to withdraw the Application by the tenants scheduled for January 16, 2010 at 9:30 AM, the file number for which is referenced on the first page;
4. The issue of the return of any security deposit is to be dealt with by the parties at the end of the tenancy.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following orders:

1. I issue to the landlord an Order of Possession dated 1:00 PM on February 15, 2020 to be served on the tenants ONLY if the tenants fail to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenants and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.
2. I issue to the landlord a Monetary Order of \$1,500.00 payable by the tenants to the landlord by 5:00 PM on January 6, 2020, this Order to be served by the landlord ONLY if the tenants fail to abide by the terms set out in this settlement agreement.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

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set out in this settlement agreement. Should the landlord be required to serve this Order on the tenants and should the tenants or anyone occupying the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

3. I issue to the landlord a Monetary Order of \$1,500.00 payable by the tenants to the landlord by 5:00 PM on January 6, 2020, this Order to be served by the landlord ONLY if the tenants fail to abide by the terms set out in this settlement agreement.

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: January 03, 2020

Residential Tenancy Branch