



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **ET, FFL**

### Introduction

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

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

The landlord attended with his agent AW (“the landlord”). The tenant joined the hearing ten minutes after the hearing started and acknowledged receipt of the Notice of Hearing and evidence package.

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. The hearing lasted 39 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

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 May 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The parties agreed to withdraw the Application by the tenant scheduled for hearing on March 31, 2020, the file number for which is referenced on the first page;
3. The tenant acknowledged owing the landlord \$900.00 for outstanding rent for the month of March 2020 and undertook to pay the landlord this amount before 4:00 pm on March 31, 2020;
4. The tenant agreed that the landlord is forthwith issued a Monetary Order in the amount of \$2,700.00 for outstanding rent for March 2020 (\$900.00) and rent owing for the months of April and May 2020 (\$1,800.00); the parties agreed that any payment by the tenant will reduce the amount of the Monetary Order enforceable by the landlord;
5. The Order of Possession and Monetary Order issued pursuant to this agreement will **not** be served by the landlord if the tenant complies with the terms of this agreement;
6. The issue of the return of any security deposit is to be dealt with by the parties at the end of the tenancy.

In support of this settlement and with the agreement of both parties, I grant the landlord the following:

1. Order of Possession pursuant to section 55(2)(d) of the *Act*; and
2. Monetary Order in the amount of \$2,700.00.

Should the tenant fail to comply with these Orders, the Orders may be filed and enforced as an Order of the Supreme Court of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 30, 2020

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Residential Tenancy Branch