



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ET, FF

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. The landlord also applied for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have cause to end the tenancy early?

Background and Evidence

The tenancy started on February 01, 2018. The monthly rent is \$2,600.00, due on the first of each month and does not include utilities.

Following incidents involving disputes regarding repairs of appliances and other matters, the landlord made this application for an order of possession to put an early end to tenancy.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out by 1:00 pm on June 30, 2020.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on June 30, 2020. An order of possession will be issued to the landlord, effective this date.
- The landlord agreed to allow the tenancy to end prior to June 30, 2020 with at least 5 days notice and agreed to accept prorated rent up to the last day of tenancy.
- The tenant agreed to provide the landlord with a postdated rent cheque for the full amount of rent for June 2020. The tenant will do so by May 15, 2020.
- The landlord agreed to return any unused portion of prorated rent to the tenant within 15 days of the end of tenancy.
- Both parties stated that they understood and agreed that the terms of this agreement are binding and comprise full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective by 1:00 pm on June 30, 2020. The Order may be filed in the Supreme Court for enforcement.

The parties have reached a settled agreement, as recorded above. This 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 settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the landlord an order of possession effective by **1:00 pm on June 30, 2020.**

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application.

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: May 05, 2020

Residential Tenancy Branch