



# 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 Application for Dispute Resolution (the “Application”) that was filed by the Landlords under the *Residential Tenancy Act* (the “Act”), seeking:

- An early end to the tenancy pursuant to section 56 of the *Act*; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, and agent for the Landlord (the “Agent”) and Tenants #1-4, all of whom provided affirmed testimony. The Tenant H.M. (“Tenant #5”) did not attend. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) states that the respondent must be served with a copy of the Application and Notice of Hearing. Although Tenants #1-4 confirmed receipt of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, notice of the hearing, as well as all of the documentary evidence before me from the Landlord, as neither Tenant #5 nor an agent acting on their behalf attended the hearing, I confirmed service of these documents as explained below.

The Agent testified that the the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, notice of the hearing, as well as the documentary evidence before me from the Landlord, except documentary evidence submitted to the Residential Tenancy Branch (the “Branch”) by the Landlord on May 11, 2020, was sent to Tenant #5 at the rental unit by registered mail on April 24, 2020. The Agent provided me with the registered mail tracking number and the Canada Post website confirms that the registered mail was sent as described above and received on April 27, 2020. As a result, I find that Tenant #5 was served in accordance with the *Act* and the Rules of Procedure on April 27, 2020.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure; however, I refer only to the relevant facts, evidence and issues in this decision.

At the request of the Landlord and Agent, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses provided in the Application. At the request of the Tenants present, copies of the decision will be emailed to them at the email addresses provided in the hearing. A copy of the decision will be mailed to Tenant #5 at the rental unit address.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end at 3:00 P.M. (Pacific Standard Time) on Saturday May 16, 2020.
2. The Tenants agree to vacate the rental property by 3:00 P.M. (Pacific Standard Time) on Saturday May 16, 2020.
3. The parties agree that they will meet at the rental unit at 3:00 P.M. (Pacific Standard Time) on Saturday May 16, 2020, for the purpose of completing the move-out condition inspection and report.
4. The Tenants agree to return the two keys that were provided at the start of the tenancy, as well as any duplicates made, and two garage remotes to the Landlord or the Agent on or before 3:00 P.M. (Pacific Standard Time) on Saturday May 16, 2020.
5. The Tenants agree to provide the Landlord with \$100.00 for recovery of the filing fee on or before 3:00 P.M. (Pacific Standard Time) on Saturday May 16, 2020.
6. The Tenants agree to allow the Landlord to deduct \$100.00 from the security deposit for the purpose of recovering the cost of the filing fee, if payment is not made as agreed to under term 5 of this settlement agreement.
7. The rights and obligations of the parties under the *Act* continue until the tenancy ends in accordance with this agreement.

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

Conclusion

I Order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at **3:00 P.M. (Pacific Standard Time) on Saturday May 16, 2020, after service on the Tenants**. Should the Tenants fail to comply with this Order, this order may be filed in 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: May 15, 2020

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Residential Tenancy Branch