



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution to end the tenancy early and obtain an Order of Possession.

All parties appeared for the hearing and provided testimony. The Landlord attended the hearing with a witness. The Landlord provided proof of service to show that he, and a witness, posted this Notice of Hearing to the Tenant's front door on May 5, 2020. Pursuant to section 89 and 90 of the Act, I find the Tenant is deemed served with the Notice of Hearing on May 8, 2020.

The Tenant did not initially appear at the hearing, but during the hearing the Landlord explained that the Tenant actually wants to end the tenancy because one of his roommates has made the tenancy acrimonious and unstable, due to illegal activity.

During the hearing, I dialed the Tenant into the conference. I confirmed that the Tenant was willing to end the tenancy, as the Landlord had initially stated. The Tenant confirmed that his roommates are a real problem, and he wanted to end the tenancy. The Tenant was only on the call for a few minutes, because he had to return to work, but while he was connected, the agreement laid out below was confirmed 3 times, before he disconnected. Below is a summary of the agreement made between the Landlord and the Tenant.

### Settlement Agreement

During the hearing, a mutual agreement was discussed and the Landlord agreed to withdraw his application to end the tenancy early in pursuit of the following settlement agreement.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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.

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 Tenant agrees to move out of the rental unit by **May 31, 2020, at 1pm.**
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

To give effect to the settlement reached by the parties, I also grant the Landlord an Order of Possession effective May 31, 2020, at 1pm to reflect the end of tenancy.

### Conclusion

In support of the agreement described above, the landlord is granted an order of possession effective May 31, 2020, at 1pm and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order **must** be read in conjunction with the above settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenants, unless the Tenants fail to meet the conditions of this 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: May 19, 2020

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Residential Tenancy Branch