



# 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.

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 tenant confirmed receipt of the landlord's evidence and stated that he had not filed any of his own. I find that the tenant was 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 29, 2020. The monthly rent is \$1,525.00 payable on the first of each month.

Following the receipt of complaints from the other occupants of the building, the landlord made this application for an order of possession to put an early end to tenancy. The tenant denied the allegations.

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 July 31, 2020.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on July 31, 2020. An order of possession will be issued to the landlord, effective this date.
- 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.

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 July 31, 2020. The Order may be filed in the Supreme Court for enforcement.

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

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 July 31, 2020.**

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: June 30, 2020

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Residential Tenancy Branch