



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 in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and for an early end to the tenancy.

The Landlord stated that on June 03, 2020 the Dispute Resolution Package was posted on the door of the rental unit. The Tenant stated that she received these documents on June 04, 2020.

The Landlord stated that 31 pages of evidence was also posted on the door of the rental unit on June 03, 2020. The Tenant stated that she only received 8 pages of evidence.

The parties were advised that if the Landlord wished me to consider any document she submitted as evidence, she could introduce that document at the hearing, at which time I would determine whether it had been received by the Tenant. Such discussions did not occur, as no evidence was introduced nor was any evidence considered during these proceedings.

Each party affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Preliminary Matter #1

The Tenant stated that she did not understand that she was able to submit evidence prior to the hearing on June 22, 2020. She initially stated that she did not read the Dispute Resolution Package that was served to her by the Landlord. She subsequently

stated that she read some of the documents served to her, which she found to be “outrageous”.

The Dispute Resolution Package served to the Tenant clearly explains how evidence can be submitted in regard to these proceedings. I find that the Tenant would have understood that she had the right to submit evidence for these proceedings if she had read the documents provided to her.

As the Tenant was clearly informed of her right to submit evidence, the hearing proceeded in spite of the fact the Tenant did not submit evidence.

Preliminary Matter #2

With the consent of both parties, this Application for Dispute Resolution was amended to reflect the legal name of the Tenant, as was provided at the hearing by the Tenant.

Issue(s) to be Decided

Should this tenancy end early and, if so, should the Landlord be granted an Order of Possession?

Background and Evidence

Prior to discussing any of the merits of the Landlord’s Application for Dispute Resolution, the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, at 5:00 p.m. on July 15, 2020;
- In the event the Tenant vacates the rental unit prior to July 15, 2020, no rent will be due for any day after the date all keys to the residential property are returned to the Landlord;
- When the Tenant is ready to return the keys to the residential property, she will send an email to the Landlord informing her of her intent to return the keys; and
- Within 24 hours of receiving that email, the Landlord will arrange to have a real estate agent meet with the Tenant in the lobby of the complex, for the purpose of returning the keys.

Analysis

I find that all issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession, which requires the Tenant to vacate the rental unit at 5:00 p.m. on July 15, 2020

This settlement agreement is recorded 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 22, 2020

Residential Tenancy Branch