



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMAX CHECK REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FF

### Introduction

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant attended and did not submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence by posting it to the rental unit door on July 8, 2020.

At the outset, both parties entered into discussions to resolve their issues through settlement.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on September 30, 2020, by which time the tenants will have vacated the rental unit. Both parties also agreed that the tenant may vacate the premises earlier with written notice to the landlord.

The landlords agreed to withdraw the Application for an early end to the tenancy.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from their applications for dispute resolution.

The parties confirmed at the end of the hearing 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.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on September 30, 2020. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

As this is a settlement, I decline to make any order for the landlord's request for recovery of the filing fee.

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: August 07, 2020

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Residential Tenancy Branch