



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNSTAR INVESTMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

On November 16, 2020, the Landlord made an Application for Dispute Resolution seeking an early end to this tenancy and an Order of Possession pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant Section 72 of the *Act*.

J.K. attended the hearing as an agent for the Landlord. Tenant T.W. attended the hearing with B.G. attending as an advocate for the Tenants. All parties in attendance provided a solemn affirmation.

J.K. advised that the Tenants were served two, separate Notice of Hearing and evidence packages by being posted to the door on November 24, 2020. Documents confirming proof of service were submitted as documentary evidence. T.W. confirmed that she received one package. However, B.G. made submissions questioning service because it was rainy, and he stated that one package was still on the door. As T.W. confirmed that she received a package, as she had attended the hearing, and as B.G.’s submissions had no merit with respect to how these documents may not have been served in accordance with the *Act*, I am satisfied that the Tenants were sufficiently served the Notice of Hearing and evidence packages in accordance with Sections 89 and 90 of the *Act*. As such, the Landlord’s evidence will be accepted and considered when rendering this Decision.

B.G. confirmed that the Tenant did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an early end to this tenancy and an Order of Possession?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on November 1, 2019, that the rent was currently established at \$600.00 per month, and that it was due on the first day of each month. A security deposit of \$300.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

Many submissions were made by both parties with respect to the reasons why the Landlord made this Application for an early end of tenancy. However, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Order of Possession that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenants will maintain possession of the rental unit but must vacate by **4:00 PM on January 31, 2021**.
2. The Tenants must continue to pay the rent in full in accordance with the terms of the tenancy agreement.

3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

If condition one is breached, the Landlord is provided with a conditional Order of Possession effective for **January 31, 2021 at 4:00 PM** after service of this Order on the Tenants.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Landlord is provided with a formal copy of a conditional Order of Possession effective at **4:00 PM on January 31, 2021 after service of this Order** on the Tenants. Should the Tenants or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: December 18, 2020

Residential Tenancy Branch