



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act; and
- to recover the cost of the filing fee.

The landlord, the tenants, and tenant SH's mother/assistant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The tenant, DSB requested an adjournment of the hearing, in order to prepare for the hearing.

I continued the hearing in order to hear from all parties on preliminary matters.

During this time, the tenant SH said she gave notice to the landlord in September 2020 that she was vacating the rental unit and did so, on or about the end of October 2020.

Tenant DSB said he had just been released from the hospital after spending a few hours there, but confirmed that he did not want to stay in the rental unit. DSB said he could fully vacate the rental unit within 48 hours.

The parties agreed to settle this matter under those terms.

As the parties settled this matter, it was not necessary to determine the tenant's request for an adjournment.

Settled Agreement

The landlord and the tenants agreed to a mutual settlement under the following terms and conditions:

1. The tenant, SH, is no longer living in the rental unit;
2. The tenant, DSB, agrees to vacate the rental unit by 1:00 p.m. on December 24, 2020;
3. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., December 24, 2020, the landlord may serve the order of possession on the tenant for enforcement purposes; and
4. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlords' application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The landlord and the tenant have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by December 24, 2020, at 1:00 p.m.

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.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

As the matter was settled, I make no finding on the landlord's request to recover the filing fee.

This decision containing the recorded settlement of the parties 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 22, 2020

Residential Tenancy Branch