



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 as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Landlord says the Tenant poses an immediate and severe risk in the residential property.

The Tenant, his advocate, S.M. ("Advocate"), and the Landlord appeared at the teleconference hearing. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and they confirmed them in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I asked the Tenant for the spelling of his name and he advised me that his first name had been left out of the Application. As such, I have amended the Respondent's name in the Application in this regard, pursuant to section 64(3)(c) and Rule 4.2.

Settlement Agreement

Prior to the hearing, the Parties came to an agreement about ending the tenancy. During the hearing, they shared the terms of this agreement with me and I drew up a Settlement Agreement for the Parties. The Parties agreed to settle these matters on the following conditions:

1. The Landlord agrees to withdraw her Applications in full as part of this mutually agreed Settlement.
2. The Parties agree that the Tenant may stay in the rental unit until February 15, 2021, at 1:00 p.m.
3. The Landlord is awarded an Order of Possession for the rental unit that must be served on the Tenant, and which is effective February 15, 2021 at 1:00 p.m.
4. If the Tenant does not comply with this Order, it may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.
5. The Tenant agrees to refrain from any contact with the other tenants and/or occupants of the residential property in his remaining time living in the rental unit and afterwards.
6. The Parties agree that the Landlord may retain the Tenant's \$425.00 security deposit in full and final payment of all monetary matters between the Parties.
7. The Parties agree that they entered this Agreement voluntarily with the understanding of the binding nature of this full and final settlement of these matters.

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 the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties confirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties confirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Order of Possession**, to serve and enforce upon the Tenant, if necessary, and which is **effective February 15, 2021 at 1:00 p.m.** This Order must be served on the Tenant, if the Tenant fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: February 08, 2021

Residential Tenancy Branch