



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlords served the tenant with the notice of hearing package posted to the rental unit door on January 30, 2021. The landlords stated that the tenant was served with the 29 submitted documentary evidence files in the same package as the notice of hearing package. The tenant disputed that no such documents were served. The landlords referred to a submitted copy of a proof of service document dated January 30, 2021 which states that the tenant was given "Respondent Hearing and evidence letters" on January 30, 2021 with a witness. Both parties confirmed the tenant served the landlords with the submitted 5 documentary evidence files which contained 33 pages in person on February 11, 2021.

I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served with the notice of hearing package on January 30, 2021 posted to the rental unit door.

Extensive discussions took place between the two parties regarding a possible settlement before a finding could be made on the landlords' evidence submissions.

Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and to obtain an order of possession?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The applicants provided written details which stated:

On January 24, 2021 (Sunday) it was the tenant, M. laundry day, the landlords noticed she had the dryer on and the dryer is not included in the agreement. M. was standing in front of the dryer "guarding" the dryer while she was using it when the landlord, S. tried to talk to her. M. started saying they can't prove she was using the dryer, so the landlord tried to take a photo of the dryer and then M. pulled the landlord's hair and pushed her to the wall.

[reproduced as written]

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 March 1, 2021 at 1pm, by which time the tenant will have vacated the rental unit.

The landlords agreed to withdraw the expedited application for an early end to the tenancy and to obtain an order of possession.

Both parties agreed that the landlords shall pay to the tenant \$650.00 (equal to 1 months rent), which both parties agreed constituted a final and binding resolution of all monetary issues under dispute, save and except for the security deposit. The landlords shall make payment through their agent, S.M. via a money order or bank draft.

Both parties agreed to provide to the other peaceful and quiet enjoyment of the property to the other party until the end of this tenancy on March 1, 2021. Both parties also agreed that the landlord shall provide laundry access to the washer as agreed upon in the signed tenancy agreement.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application 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 March 1, 2021. 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.

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenant's favour in the amount of \$650.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord(s) do not abide by the terms of the above settlement. The tenant is provided with this Order in the above terms and the landlords must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: February 16, 2021

Residential Tenancy Branch