



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL MANSIONS INV. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on March 10, 2021 (the “Application”). The Landlord applied for an order ending the tenancy early based on section 56 of the *Residential Tenancy Act* (the “Act”). The Landlord also sought reimbursement for the filing fee.

The Agents for the Landlord appeared at the hearing. The Tenant appeared at the hearing. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony. The parties confirmed after being affirmed that they were not recording the hearing.

The Tenant provided their correct legal name which is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started September 01, 2018.

The Tenant had submitted a Mutual Agreement to End Tenancy signed by the parties ending the tenancy April 30, 2021 at 1:00 p.m. Given this, I raised the settlement option with the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained to the parties that the settlement option is voluntary and neither party has to agree to deal with this matter by way of settlement. I told the parties that, if they agreed

to deal with this matter by way of settlement, I would write the agreement out in my written decision and it would become a final and legally binding agreement and the parties could not change their mind about it later. I told the parties I would issue the Landlord an Order of Possession for April 30, 2021 if the agreement was to end the tenancy on this date.

The parties agreed to deal with this matter by way of settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The tenancy will end, and the Tenant will vacate the rental unit, no later than 1:00 p.m. on April 30, 2021.
2. The parties will split the \$100.00 filing fee. The Landlord can keep \$50.00 of the Tenant's security deposit as reimbursement for half of the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

All rights and obligations of the Landlord and Tenant under the tenancy agreement will continue until 1:00 p.m. on April 30, 2021.

The Landlord is issued an Order of Possession for the rental unit which is effective at 1:00 p.m. on April 30, 2021. If the Tenant fails to vacate the rental unit in accordance with the settlement agreement set out above, the Landlord must serve the Tenant with this Order. If the Tenant fails to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order 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 *Act*.

Dated: April 01, 2021

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Residential Tenancy Branch