



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlords applied for an order of possession based on a signed Mutual Agreement to End Tenancy (Mutual Agreement).

Two agents for the landlord JG (agent 1) and AG (agent 2), the tenant and an articling student for the tenant, EC (articling student) attended the teleconference hearing. All parties were affirmed except for the articling student who has already sworn an Oath. The parties gave affirmed testimony, the articling student made submissions and all of those in attendance were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

The parties and the articling student were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties and the articling student were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties and the articling student were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party nor the articling student had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the landlord agents and the articling student confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

Issue to be Decided

- Is the landlord entitled to an order of possession under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties have signed a mutual agreement dated March 26, 2021 (Mutual Agreement) which the parties referred to as an extension and that based on the Mutual Agreement extension the parties also agreed to grant the landlord an Order of Possession dated December 31, 2021 at 1:00 p.m.

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.

Conclusion

I ORDER the parties to comply with the terms of their settled agreement, pursuant to section 63 of the Act.

The landlord has been granted an order of possession effective December 31, 2021 at 1:00 p.m. Should the landlord require enforcement of this order, it must be first served on the tenant by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenant, if necessary.

The agents waived the recovery of the filing fee during the hearing.

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: May 25, 2021

Residential Tenancy Branch