



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AQANTTANAM HOUSING SOCIETY
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 July 07, 2021 (the "Application"). The Landlord applied for an order ending the tenancy early pursuant to section 56 of the *Residential Tenancy Act* (the "Act"). The Landlord also sought reimbursement for the filing fee.

The Agent for the Landlord appeared at the hearing. The Tenant appeared at the hearing with a friend to assist. 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 Agent and Tenant provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord's evidence and the Tenant confirmed receipt of these.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started February 01, 2021.

During the hearing, I raised the possibility of settlement 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 settlement discussions are voluntary. I explained to the parties that, if they chose to come to a settlement agreement, I would write the agreement out in my written decision and it would become a final and legally binding agreement.

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.

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 September 01, 2021.
2. The Tenant agrees to the Landlord keeping the \$395.00 security deposit to cover reimbursement for the \$100.00 filing fee and unpaid rent.

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

The Landlord is issued an Order of Possession effective at 1:00 p.m. on September 01, 2021. If the Tenant does not comply with the above, this Order must be served on the Tenant. If the Tenant does not comply with this Order, it may be filed and 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: August 09, 2021

Residential Tenancy Branch