



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On July 13, 2021, the Landlord made an Application for Dispute Resolution seeking an Order of Possession based on an early end of tenancy Application pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing with D.B. attending later as a witness. The Tenant attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Landlord advised that the Notice of Hearing and evidence package was served to the Tenant by posting it to his door on July 20, 2021, and the Tenant confirmed that he received this package. As well, she advised that she served additional evidence to the Tenant by posting it to his door on July 21, 2021. The Tenant confirmed that he received this as well. Based on this testimony, I am satisfied that the Tenant was duly served the Notice of Hearing and evidence packages. Consequently, I have accepted all of this evidence and will consider it when rendering this Decision.

The Tenant advised that the Landlord was served his evidence by hand on July 31, 2021 and the Landlord confirmed that she received this evidence. As such, I have accepted all of this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on an early end of tenancy?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on or around October 7, 2020, that rent was established currently at an amount of \$900.00 per month, and that it was due on the first day of each month. A security deposit was not paid. The Landlord did not create a written tenancy agreement.

Submissions were made by the parties with respect to the issues in this Application; however, the parties engaged in settlement discussions.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss

settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant will remain in possession of the rental unit but must give up vacant possession of the rental unit on **August 31, 2021 at 1:00 PM**.
2. If condition 1 is breached, the Landlord is granted an Order of Possession that will be effective after service of the Order on the Tenant.
3. The Landlord will not seek June 2021 rental arrears in the amount of **\$50.00**.
4. The Landlord will not seek July 2021 rental arrears in the amount of **\$900.00**.
5. The Landlord will not seek August 2021 rental arrears in the amount of **\$900.00**.
6. The Landlord must pay to the Tenant an amount of **\$1,200.00**.
7. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

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 they understood the binding nature of the settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of these disputes. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the Landlord is granted a conditional Order of Possession effective on **August 31, 2021 at 1:00 PM** after service of the Order on the Tenant if the Tenant fails to comply with condition 1 of this settlement agreement. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

As well, the Tenant is provided with a conditional Monetary Order in the amount of **\$1,200.00** to serve and enforce upon the Landlord, if necessary. The Order must be

served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced 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 *Residential Tenancy Act*.

Dated: August 3, 2021

Residential Tenancy Branch