



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

On July 6, 2021, the Landlords 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 Landlords attended the hearing. The Tenant attended the hearing as well, after calling into the hearing 10 minutes after it started. 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 Landlords advised that the Notice of Hearing and evidence package was served to the Tenant by posting it to his door on July 23, 2021, and the Tenant confirmed that he received this package. Based on this undisputed testimony, I am satisfied that the Tenant was duly served the Notice of Hearing and evidence package. Consequently, I have accepted all of this evidence and will consider it when rendering this Decision.

The Tenant advised that he served his evidence to the Landlords by hand on August 5, 2021. He did not check to see if the Landlords could view his digital evidence pursuant to Rule 3.10.5 of the Rules of Procedure. Landlord B.W. confirmed that he received this evidence, that he was able to view the digital evidence, and that he was prepared to respond to all the evidence despite being served late. 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

- Are the Landlords entitled to an Order of Possession based on an early end of tenancy?
- Are the Landlords 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 December 18, 2020, that rent was established currently at an amount of \$820.00 per month, and that it was due on the first day of each month. A security deposit of \$410.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

Some submissions were made by the Landlords with respect to the issues in this Application; however, as the Tenant did not want to occupy the rental unit any longer, 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 Landlords are granted an Order of Possession effective **two days** after service of the Order on the Tenant.

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 the dispute on this Application only.

### Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the Landlords are granted an Order of Possession effective **two days** after service of the Order on the Tenant. 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.

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 6, 2021

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Residential Tenancy Branch