



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SKYLINE LIVING and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

On July 23, 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*.

S.D. attended the hearing as an agent for the Landlord. The Tenant attended the hearing as well, with K.T. attending as an advocate for the Tenant. 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.

S.D. advised that the Notice of Hearing and evidence package was served to the Tenant by registered mail on August 11, 2021, and the Tenant confirmed that he received this package. However, S.D. advised that the video evidence was not served to the Tenant. 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, with the exception of the video evidence, and will consider it when rendering this Decision.

The Tenant advised that he did not submit any evidence for consideration on this file. 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 September 15, 2017, that rent was established currently at an amount of \$871.25 per month, and that it was due on the first day of each month. A security deposit of \$425.00 was also paid. A signed copy of the tenancy agreement was submitted as documentary evidence.

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 Landlord is granted a conditional Order of Possession effective at **1:00 PM on September 30, 2021** after service of the Order on the Tenant.
2. This Order of Possession is only enforceable if the Tenant does not bring the rental unit up to a reasonable cleanliness standard by this date. The parties will endeavour to work together and communicate until this time to establish this acceptable cleanliness standard. The parties were cautioned that they may have

a disagreement over that standard, but they agreed to work together to find a common ground.

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.

### 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 Landlord is granted a conditional Order of Possession effective at **1:00 PM on September 30, 2021** 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: September 2, 2021

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Residential Tenancy Branch