



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

The Landlord applies to end the tenancy early pursuant to s. 56 of the *Residential Tenancy Act* (the “*Act*”) and for return of their filing fee under s. 72.

D.L. appeared as agent for the Landlord. S.S. appeared on her own behalf as Tenant.

The Landlord advised having personally served the Notice of Dispute Resolution and evidence on the Tenant on October 26, 2021. The Tenant acknowledged receipt of the Landlord’s application materials. I find that the Notice of Dispute Resolution and Landlord’s evidence was served in accordance with s. 89 of the *Act* on October 26, 2021.

The Tenant advised that she had not served any evidence on the Landlord.

Settlement

Pursuant to section 63 of the *Act*, I may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end at 1:00 PM on November 28, 2021.

2. The Tenant will not interfere with or otherwise disturb other occupants of the residential property for the remainder of her tenancy.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that neither party shall recover their filing fee from the other. The Landlord shall bear their own costs for their application.

Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

Pursuant to the parties' settlement, I grant the Landlord an order of possession for the rental unit. The Tenant shall provide vacant possession of the rental unit to the Landlord by no later than **1:00 PM on November 28, 2021**.

It is the Landlord's obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia 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: November 05, 2021

Residential Tenancy Branch