



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FF

This hearing dealt with the applicant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act; and
- to recover the cost of the filing fee.

The applicant, the applicant's agent, and the respondent attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. I note that the respondent called into the hearing nine minutes after it had started and well after the applicant had begun her testimony.

The evidence was discussed, and although the respondent confirmed receiving the applicant's Application for Dispute Resolution and Notice of Hearing (application package), the respondent denied receiving the applicant's attached evidence.

The applicant testified that the attached evidence, which included a 4-page written submission, was included with their application package. While ultimately the evidence was not a determinative issue, due to the subsequent settlement, I find the applicant provided sufficient and consistent evidence that their evidence was included, and I accepted the applicant's evidence for consideration.

The applicant submitted also that both respondents were served their application package by attaching the documents in a conspicuous place at the respondents' door. I find the respondent, LS, was sufficiently served the applicant's application per the requirements of the Act.

Although the matter of jurisdiction was presented, both at the hearing and in the documentary evidence, the hearing proceeded in order for both sides to present their respective positions.

During the hearing, the respondent confirmed that the other listed respondent, LS, who is her son, lives with her in the listed unit, and does not now, nor have they ever lived in any other unit on the residential property, other than the unit and address listed on the style of cause page.

At the conclusion of the testimony, the parties entered into a mediated discussion and the parties agreed that the tenancy or the respondents' residency of the address in question, would end.

After hearing from the parties and reviewing the relevant evidence, I am not satisfied that I have jurisdiction over this matter. However, as a courtesy to the parties, I record their settled agreement.

### **Mutual Settlement**

The applicant and the respondent agreed to a mutual settlement under the following terms and conditions:

1. The respondent agrees that the tenancy, or occupancy, for both respondents will end on or before **1:00 p.m., November 25, 2021.**
2. The respondent agrees to vacate the property in question, by **1:00 p.m. on November 25, 2021;**
3. The respondent agrees that the applicant will be issued an **order of possession** (Order) for the property in question, based upon the settled agreement, effective at **1:00 p.m., on November 25, 2021;**
4. Should it become necessary, this Order must be served on the respondents to be enforceable and may be enforced in the Supreme Court of British Columbia.

### **Conclusion**

The applicant and the respondent have reached a settled agreement.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties confirmed their understanding that their settled agreement and the Order are legally binding and fully enforceable.

Based upon the settled agreement as outlined above, I provide the applicant with an **order of possession** for the unit, or the address listed in the style of cause page of this Decision, in the event the respondents fail to vacate the unit by **November 25, 2021, at 1:00 p.m.**

The respondent is cautioned that should enforcement of the Order become necessary, the costs of enforcement, **such as bailiff fees**, are subject to recovery from the respondent.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are informed that no finding is made on the merits of the said application for dispute resolution, or the matter of jurisdiction under the Act over this dispute.

During the hearing, the respondent mentioned other upcoming dispute resolution hearings initiated by the respondents. The respondent queried whether this hearing and Decision would impact the other hearings and whether she should attend.

The respondent was informed that the decision to attend was hers to make and that I could not speak to what another arbitrator would do.

I inform both parties that should they want this Decision to be considered by the next arbitrators, it should be submitted into evidence by either of the respective parties for each of the hearings, should the respondent not withdraw those applications prior to the hearings.

I decline to award the applicant recovery of the filing fee, as I did not consider the merits of the application.

This decision containing the recorded settlement of the parties 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 12, 2021