



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

The Landlord files to end a tenancy early without notice pursuant to s. 56 of the *Residential Tenancy Act* (the “*Act*”). They also seek return of their filing fee pursuant to s. 72 of the *Act*.

M.D. appeared as agent for the Landlord. M.U. appeared as Tenant and L.H. appeared as advocate for the Tenant. The parties affirmed to tell the truth during the hearing.

The Landlord advised having served the Notice of Dispute Resolution and their evidence by posting it to the Tenant’s door on October 22, 2021. The Tenant confirmed receipt of the Landlord’s application materials on October 22, 2021. I find that the Landlord’s application and evidence was served in accordance with s. 89 of the *Act* on October 22, 2021.

The Tenant served responding evidence by personally serving it on the Landlord’s agent on November 5, 2021. The Landlord acknowledges receipt of the Tenant’s evidence. Rule 10.5 of the Rules of Procedure provides that a respondent may serve their evidence at least 2-days before the hearing. The Landlord raised no objections with respect to the Tenant’s evidence and I accept that it was served in accordance with the timeline set out in the Rules of Procedure. I find that the Tenant’s evidence was served in accordance with s. 89 of the *Act* on November 5, 2021.

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 by way of mutual agreement on November 30, 2021 at 1:00 PM.
2. The Landlord will be granted an order of possession effective two-days after being served on the Tenant with the understanding that the Landlord will only serve the order of possession if the Tenant causes an unreasonable disturbance. The Landlord agrees that the Tenant calling emergency personnel for a personal wellness check does not constitute an unreasonable disturbance warranting service of the order of possession.
3. The Landlord agrees to provide a reference letter to the Tenant outlining the dates upon which the Tenant was a tenant at the rental unit and that rent was paid on time with no amounts owed when the letter is issued. The Landlord shall provide the letter of reference after completing the move-out inspection of the rental unit with the Tenant when the tenancy ends.

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.

Pursuant to the parties' settlement, I grant the Landlord an order of possession pursuant to s. 55 of the *Act* effective **two (2) days** after service on the Tenant. The order of possession is subject to the parties' agreement outlined above.

Since the parties were able to agree to settle their dispute, I find that neither party is entitled to return of their filing fee. 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*.

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 10, 2021

Residential Tenancy Branch