



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied to end the tenancy early by way of section 56 of the Act due to health or safety issues, and to recover the cost of the filing fee.

The landlord and tenant NW (tenant) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

Neither party raised any concerns regarding the service of the application or documentary evidence. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the landlord confirmed the respective email addresses for both parties at the outset of the hearing and stated that they understood that the decision would be emailed to both parties.

Also, throughout the hearing, the landlord had problems with their cell phone signal and had disconnect twice and rejoined the hearing both times with very poor audio quality each time the landlord called into the hearing. For the purposes of the hearing, I was able to hear the landlord's response to "yes" and "no" questions but could not hear entire sentences due to the landlord's poor cell phone service throughout the hearing. The audio quality of the tenant's phone was good throughout the hearing. Both parties advised that they could hear the arbitrator during the hearing.

Issues to be Decided

- Has the landlord provided sufficient evidence to end the tenancy early via section 56 of the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle this matter on the following conditions:

1. The parties agree that the tenancy will end on **November 30, 2021 at 1:00 p.m.** and the landlord is granted an order of possession effective **November 30, 2021 at 1:00 p.m.**

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 the parties understood the binding nature of this full and final settlement of these matters.

I do not grant the filing fee as this matter was resolved by way of a mutual agreement.

The tenancy ends November 30, 2021 at 1:00 p.m. pursuant to section 62(3) and 63 of the Act.

Conclusion

I order the parties to comply with the terms of their settled agreement, pursuant to section 63 of the Act.

The landlord has been granted an order of possession effective November 30, 2021 at 1:00 p.m. Should the landlord require enforcement of this order, it must be first served on the tenants by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

The tenancy ends November 30, 2021 at 1:00 p.m. pursuant to section 62(3) and 63 of the Act. Given the above, I find it is not necessary to consider the merits of the application pursuant to section 56 of the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenants. The tenants are cautioned that they can be held liable for all costs related to enforcing the order of possession.

I do not grant the filing fee as this matter was resolved by way of a mutual agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 15, 2021

Residential Tenancy Branch