



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

The Landlord applies for the early termination of the tenancy pursuant to s. 56 of the *Residential Tenancy Act* (the “Act”).

R.Y. and I.L. appeared as Landlords. P.E. appeared as Tenant.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Landlords confirmed serving the Tenant with the Notice of Dispute Resolution and their initial evidence by leaving the materials at the Tenant’s rental unit on October 30, 2021. The Tenant confirmed receipt of the Landlord’s application materials. I find the Notice of Dispute Resolution and initial evidence was served in accordance with s. 89 of the *Act* on October 30, 2021.

The Landlords uploaded additional evidence to the Residential Tenancy Branch after October 30, 2021 and confirmed not having served it on the Tenant. I excluded the evidence on the basis that it had not been served at all as contemplated by Rules 10.3 or 10.6 of the Rules of Procedure.

The Tenant confirmed not having served evidence as part of their application.

Parties' 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 at 1:00 PM on November 30, 2021;
2. The Tenant agrees to comply with the *Act* and the tenancy agreement for the remainder of the tenancy; and
3. The Tenant shall not unreasonably disturb the Landlord for the remainder of the 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.

Pursuant to the parties' settlement, I grant the Landlords an order of possession effective at **1:00 PM on November 30, 2021**. The Tenant must provide vacant possession of the rental unit before that date.

It is the Landlords' obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order for possession, it may be filed by the Landlords with the Supreme Court of British Columbia and enforced as an order of that Court.

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 12, 2021

Residential Tenancy Branch