



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

The Landlord applies for the early termination of a tenancy pursuant to s. 56 of the *Residential Tenancy Act* (the “*Act*”). They also seek return of their filing fee.

D.J. appeared as agent for the Landlord. E.S. appeared on his own behalf 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 Landlord advised having served the Notice of Dispute Resolution and documentary evidence to the Tenant by way of registered mail sent on November 5, 2021. The Tenant acknowledges receipt of the Landlord’s evidence and documentary evidence on November 10, 2021. I find that the Landlord’s application materials were served in accordance with s. 89 of the *Act* on November 10, 2021.

The Landlord submitted video evidence, which was not included with the registered mail sent on November 5, 2021 and was not served on the Tenant. As this evidence was not served, it is excluded.

### Settlement Agreement

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 24, 2021.

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' agreement, I grant the Landlord an order of possession effective at **1:00 PM on November 24, 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 for possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

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*.

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 22, 2021

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Residential Tenancy Branch