



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed on August 30, 2021, by the Landlord under the *Residential Tenancy Act* (the *Act*), seeking:

- An early end to the tenancy under section 56 of the *Act*; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 11:00 A.M. (Pacific Time) as scheduled, however, no participants were in attendance at the start of the teleconference. Only a Residential Tenancy Branch (Branch) employee attending for training purposes and I were present. At 11:09 A.M. the Landlord called into the teleconference. Rule 7.1 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. Rule 7.3 of the Rules of Procedure states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to reapply. As the Landlord attended the hearing ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing despite the absence of the Tenant or an agent acting on their behalf pursuant to rules 7.1 and 7.3 of the Rules of Procedure.

The Rules of Procedure state that the respondent must be served with a copy of the Application and the Notice of Hearing. As neither the Tenant nor an agent for the Tenant was in attendance at the hearing, I attempted to confirm service of these documents with the Landlord. Although the Landlord was having difficulty providing me with evidence regarding service of the above noted documents, as they stated service had been affected by an agent of theirs who was not present at the hearing, the Tenant

ultimately called into the hearing at 11:29 A.M. and acknowledged service in accordance with the *Act* and the Rules of Procedure.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that pursuant to rule 6.11 of the Rules of Procedure, recordings of the proceedings are prohibited, except as allowable under rule 6.12, and the parties confirmed that they were not recording the proceedings. Finally, the parties were advised that another Branch employee was present on the call as an observer for training purposes only, and asked if there were any objections to their continued attendance. Both parties indicated that there were no objections.

The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. All testimony provided was affirmed.

At the request of the parties, copies of the Decision and any orders issued in their favor will be emailed to them at the email addresses confirmed in the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order(s).

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Tenant stated that they had vacated the rental unit on December 22, 2021, and had left the key to the rental unit behind in a location already disclosed to the Landlord.
2. The Landlord agreed that to their knowledge, the Tenant had already vacated the rental unit and had advised them of the location of the key allegedly left behind.
3. The parties agreed that the Landlord does not reside in the same community where the rental unit is located, and the Landlord stated that as a result, they

have been unable to confirm that the Tenant has in fact vacated the rental unit or left the key behind.

4. As a result of the above, the parties agreed that the Landlord would be issued an Order of Possession for the rental unit, effective two days after service, which could be used to end the tenancy in the event that the Tenant has not been truthful about already vacating the rental unit.
5. The Tenant agreed that the email address noted for them on the cover page of this decision can be used for service by the Landlord and that the Landlord can be considered to have been served with a Tenant's forwarding address on the date of the hearing, January 6, 2022, by way of provision of this email address at the hearing, as the Tenant wished not to provide a physical address.
6. The parties agreed that there will be no recovery of the filing fee.
7. The Landlord withdraws their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective two days after service. This Order of Possession may be served in the event that the Tenant has not already vacated the rental unit as stated above. Should the Tenant fail to comply with this Order, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Branch under Section 9.1(1) of the *Act*.

Dated: January 6, 2022

Residential Tenancy Branch