



# 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 set to deal with a landlord's application for an order to end the tenancy early and obtain an Order of Possession under section 56 of the Act.

Both parties appeared for the hearing. The parties were affirmed and ordered to not make an audio recording of the proceeding.

The hearing process was explained to the parties and the parties were given the opportunity to ask questions.

I heard the landlord served the tenant referred by initials TT with three copies of the proceeding package and evidence that was on a USB stick. Tenant TT confirmed receipt of the proceeding package and that he could view the content of the USB stick. The other tenant, referred to by initials AD, confirmed she received a copy of the package from TT and that she was able to view the digital evidence on the USB stick. I was satisfied the tenants were served in a manner that complies with section 89(2) of the Act and I admitted the landlord's materials.

There was a third co-tenant the landlord had named, referred to by initials BD. BD is the son of AD. The tenants stated BD was not a tenant. I explored this further with the landlord and the landlord also confirmed that she did not enter into a tenancy agreement with BD, only that it appeared BD had been residing in the rental unit at times. AD stated that BD was a guest but did not reside in the rental unit. I explained to the parties that a person may be an occupant but not a tenant. Whether BD had been a guest or an occupant, I was not persuaded that BD has a tenancy agreement with the landlord for the subject rental unit and I excluded him as a named party.

It came to my attention that the parties have another dispute resolution proceeding scheduled for April 21, 2022 that revolves around the amount of rent payable. In getting background information from the parties, I heard disputed positions concerning the date the tenancy started, whether a new tenancy agreement replaced a former tenancy agreement, and the amount of rent payable; however, I make no finding as to those facts in this decision and it remains upon the parties to resolve their dispute concerning unpaid rent, if any, at the hearing scheduled for April 21, 2022.

Before the hearing ended, the parties turned their minds to resolving this Application for Dispute Resolution by way of a mutual agreement. I was able to facilitate a mutual agreement between the parties that I have recorded by way of this decision and the order that accompanies it.

#### Issue(s) to be Decided

What are the terms of the mutual agreement?

#### Background and Evidence

During the hearing the parties agreed upon the following terms in resolution of this application:

1. The tenancy shall end no later than March 15, 2022 and the landlord shall be provided an Order of Possession reflecting a date of March 15, 2022.
2. The tenants are not required to pay rent to the landlord on March 1, 2022 and the tenant's security deposit shall be applied toward rent payable for the period of March 1 – 15, 2022.
3. The landlord is authorized to retain the tenant's security deposit in satisfaction or partial satisfaction of rent for March 1 -15, 2022.

The parties confirmed their agreement to the above terms. The parties further confirmed that they understood that the amount of monthly rent payable and the issue of outstanding rent, if any, shall be dealt with at the hearing already scheduled for April 21, 2022.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on March 15, 2022.

The tenants are not required to pay rent on March 1, 2022 and are permitted to use the security deposit toward rent payable for the period of March 1 – 15, 2022. I authorize the landlord to retain the tenant's security deposit by way of this decision.

### Conclusion

The parties resolved this Application for Dispute Resolution by way of a mutual agreement that I have recorded by way of this decision and the Order of Possession that accompanies it. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on March 15, 2022.

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: February 22, 2022

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Residential Tenancy Branch