



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

On February 2, 2022, the Landlords made an Application for Dispute Resolution seeking an Order of Possession based on an early end of tenancy Application pursuant to Section 56 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Landlord A.B. attended the hearing. Tenant B.M. attended the hearing as well, with R.H. attending as an advocate for the Tenants. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Landlords did not create a written tenancy agreement, which is a requirement of Section 13 of the *Act*. This created a significant problem in determining whether there was a Landlord/Tenant relationship between the parties. A substantial portion of this hearing was spent obtaining submissions from both parties with respect to who the Tenant(s) were in this tenancy. Eventually, both parties agreed that this was an unwritten, month-to-month tenancy between the Landlords and co-tenants N.P. and B.M. As such, the Style of Cause on the first page of this Decision has been amended to reflect this.

Issue(s) to be Decided

- Are the Landlords entitled to an Order of Possession based on an early end of tenancy?
- Are the Landlords entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 1, 2021, that rent was established currently at an amount of \$1,800.00 per month, and that it was due on the first day of each month. A security deposit of \$900.00 was also paid.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlords are granted a conditional Order of Possession effective at **1:00 PM on February 22, 2022** after service of the Order on the Tenants.

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 they understood the binding nature of the settlement of the dispute on this Application.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition with the settlement agreement, based on the above, the Landlords are granted a conditional Order of Possession effective at **1:00 PM on February 22, 2022** after service of the Order on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 18, 2022

Residential Tenancy Branch