



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 convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied to end the tenancy early based an urgent application regarding tenants who pose an immediate and severe risk to the rental property, other occupants or the landlord and to recover the cost of the filing fee.

The landlords, an agent for the landlords, JB (agent) and the tenant attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing, which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that the order of possession would only be emailed to the landlords for service on the tenant as necessary.

Issues to be Decided

- Is the landlord entitled to an order of possession under the Act?
- If yes, is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the tenancy will end on **July 31, 2022 at 1:00 p.m.**
2. The tenant agrees to pay rent for June 2022 by June 10, 2022 and July 2022 rent on July 1, 2022.
3. The landlord is granted an order of possession effective **July 31, 2022 at 1:00 p.m.**, which must be served on the tenant.

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 the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I ORDER the parties to comply with the terms of their settled agreement, pursuant to sections 62(3) and 63 of the Act.

The landlord has been granted an order of possession effective July 31, 2022 at 1:00 p.m. Should the landlord require enforcement of this order, it must be first served on the tenant by the landlord and may be filed in the Supreme Court and enforced as an order of that court.

The tenant is reminded that they can be held liable for all costs related to enforcement of the order of possession.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenant, as necessary.

I decline to grant the filing fee as this matter was resolved by way of a mutual agreement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 7, 2022

Residential Tenancy Branch