



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ET, FFT

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, for an early end to the tenancy, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 01, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on May 31, 2022 was posted to the door of the rental unit and was also sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On June 02, 2022 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was not served to the Tenant. As the evidence was not served to the Tenant, it was not accepted as evidence for these proceedings.

On June 17, 2022 the Landlord submitted additional evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via email, on June 17, 2022. The Tenant stated that this evidence was not received. As this evidence was not served in accordance with the timelines established by the Residential Tenancy Branch and the Tenant does not acknowledge receipt of it, it was not accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Should this tenancy end early and, if so, should the Landlord be granted an Order of Possession?

Background and Evidence

Prior to discussing the merits of the Application for Dispute Resolution, the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on July 31, 2022; and
- The Landlord will return post-dated cheques in his possession for any period after July 31, 2022.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated their intent to resolve this dispute under these terms.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession. that is effective **at 1:00 p.m. on July 31, 2022.** This Order may be served on the Tenant, filed with 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 Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 20, 2022

Residential Tenancy Branch