



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlords under the *Residential Tenancy Act* (the *Act*), seeking:

- An early end to the tenancy under section 56 of the *Act*.

The hearing was convened by telephone conference call at 9:30 AM on June 27, 2022, and was attended by the Landlord (A.H.), and the Tenant. All parties provided affirmed testimony. The Tenant acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP) package on June 14, 2022, the same day the Landlord stated it was posted to the door of the rental unit. Based on the above, and as the NODRP was made available to the Landlords by e-mail on June 13, 2022, I therefore find that the NODRP was served on the Tenant in compliance with the *Act* and the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) and the hearing therefore preceded as scheduled.

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 me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

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.

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

1. The parties agree the tenancy will end at 1:00 PM on Monday July 4, 2022.
2. The Tenant agrees to vacate the rental property by 1:00 PM on July 4, 2022.
3. The parties understand that the rights and obligations of the parties under the *Act* continue until the tenancy ends.

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

Conclusion

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

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords an Order of Possession, effective at 1:00 PM on July 4, 2022. The Landlords are provided with the Order of Possession in the above terms, and the Tenant must be served with the Order of Possession as soon as possible. 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 Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 27, 2022

Residential Tenancy Branch