



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

The Landlord seeks an early termination to the tenancy and order of possession pursuant to s. 56 of the *Residential Tenancy Act* (the “*Act*”).

H.M. appeared as agent for the Landlord. M.P. appeared as the Tenant and was joined by H.B. as her advocate.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Settlement

Pursuant to section 63 of the *Act*, I may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The tenancy will end by way of mutual agreement on December 31, 2022.
2. The Tenant provides the following assurances to the Landlord:

- a. The Tenant shall not damage the residential property or any personal property located at the residential property.
 - b. The Tenant shall not verbally or physically threaten or physically assault the Landlord, the Landlord's agents, or any other occupant at the residential property.
3. The parties agree that they will not directly communicate with one another and that all communications between each other be relayed through the Tenant's advocate, H.B.. The restriction on direct communication between the parties does not apply if emergency repairs, as defined by s. 33(1) of the *Act*, are required.
4. Should the Tenant breach any of the assurances given under point 2. or the communication restrictions under point 3. the Landlord will be at liberty to reapply for an early termination of the tenancy under s. 56 of the *Act* to obtain an order of possession earlier than December 31, 2022. Any application by the Landlord under s. 56 will be determined on its merits.
5. The parties agree that email is an approved form of service as provided under s. 43 of the Regulations and that the approved emails for the parties are set out on the cover page of these minutes of settlement.
6. The parties agree to withdraw the application by the Tenant to cancel a One-Month Notice (File #910073935) currently set to be heard on October 7, 2022.

I confirmed that the Landlord and the Tenant entered into the settlement agreement voluntarily, free of any coercion or duress. I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Pursuant to the parties' settlement, I grant the Landlord an order of possession. The Tenant shall give vacant possession of the rental unit no later than **1:00 PM on December 31, 2022.**

It is the Landlord's obligation to serve the order of possession on the Tenant. If the Tenant does not comply with the order of possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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: September 27, 2022

Residential Tenancy Branch