



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **ET, FFL**

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

An order to end the tenancy early due to circumstances where it would be unreasonable, or unfair to the landlord or other occupants to wait for a Notice to End Tenancy for Cause to take effect pursuant to section 56; and
Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord attended the hearing and was accompanied by her sister, PW. The tenant VG (the “tenant”) attended the hearing. The landlord testified she served both tenants by posing a copy of the Notice of Dispute Resolution Proceedings to the door of the rental unit on December 7, 2022. VG acknowledged service of the Notice of Dispute Resolution Proceedings that was posted to the door of her residence. VG testified that the co-tenant TM had moved out. The landlord testified that she was not made aware of this and that TM did not provide her with a written notice that he had moved out. Consequently, I deem the Notice of Dispute Resolution Proceedings sufficiently served upon the tenant TM on December 10, 2022, three days after it was posted to the tenant’s residential address in accordance with sections 89 and 90 of the Act.

Preliminary Issue

The tenant advised me that she seeks compensation from the landlord for not doing repairs to the unit and for unpaid yardwork. I advised the tenant that she must file an application for dispute resolution seeking compensation and that those issues would not be determined during today’s hearing. The tenant stated she understood.

Settlement Reached

Pursuant to section 63 of the *Act*, the Arbitrator 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 the following resolution of their dispute.

1. The parties mutually agree to end this tenancy. This tenancy will end at 1:00 p.m. on December 31, 2022 by which time the tenants and any other occupants will have vacated the rental unit.
2. The rights and obligations of the parties continue until the tenancy ends.
3. The tenant has not paid rent for the month of December 2022. The landlord is entitled to a monetary order for December's rent in the amount of \$2,950.00.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue an Order of Possession to the landlord. The landlord is to serve this Order of Possession upon the tenant immediately and enforce it as early as 1:00 p.m. on December 31, 2022 should the landlord be required to do so.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$2,950.00.

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: December 23, 2022

Residential Tenancy Branch