



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (Application) that was filed by the Landlord under the Residential Tenancy Act (the Act) on January 9, 2023, seeking:

- An early end to the tenancy pursuant to section 56 of the Act; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 A.M. on January 30, 2023, and was attended by the agent for the Landlord Y.B. (Agent) and all three Tenants. All parties provided affirmed testimony. As the Tenants acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) by registered mail and stated that they have no concerns with regards to the date or method of service, the hearing therefore proceeded as scheduled.

The participants 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 participants were asked to refrain from speaking over myself and one another and to hold their questions and responses until it was their opportunity to speak. The participants 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 many 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 any supporting Orders.

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

1. The parties agree that the tenancy will end on March 31, 2023, at 3:00 P.M., that the Tenants will vacate the rental unit by that date and time, and that the Landlord may be granted an Order of Possession.
2. The parties agree that the move-out condition inspection will occur at 3:00 P.M. on March 31, 2023, unless otherwise agreed to or the tenancy is ended earlier.
3. The rights and responsibilities of the parties under the Act, regulation, and tenancy agreement continue until the tenancy is ended.
4. The Landlord agrees to withdraw the Application seeking an early end to the tenancy under section 56 of the Act as part of this mutually settled agreement.

Conclusion

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession effective at 3:00 P.M. on March 31, 2023. The Landlord is provided with the Order of Possession in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants 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: January 30, 2023

Residential Tenancy Branch