



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the “*Act*”):

- an order of possession pursuant to s. 56 for the early end to the tenancy; and
- return of the filing fee pursuant to s. 72.

M.J. appeared as the Landlord and was joined by A.N. as his agent. B.G. appeared as the Tenant.

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. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

The Landlord’s agent advises that the Tenant was served with the Notice of Dispute Resolution, which the Tenant acknowledges receiving without objection. Based on the Tenant’s acknowledged receipt of the Notice of Dispute Resolution, I find that pursuant to s. 71(2) of the *Act* that he was sufficiently served with the Landlord’s application.

### Parties’ 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 March 31, 2023.

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 to the Landlord by no later than **1:00 PM on March 31, 2023.**

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.

Since the parties were able to agree to settle their dispute, I find that Landlord shall bear his own costs for the application fee. The Landlord's claim under s. 72 of the *Act* is dismissed without leave to reapply.

I make no findings of fact or law with respect to the substantive issues dispute. I also confirmed with the parties that they are scheduled for hearing on April 21, 2023 to deal with other issues, namely unpaid rent now that the tenancy will be coming to an end. To be clear, I make no findings on the issue of unpaid rent and 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: February 23, 2023

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Residential Tenancy Branch