



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing was arranged as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession. The Landlords claim that the Tenants pose an immediate and severe risk to people and/or property.

The three Tenants, the two Landlords, and a translator for the Landlords, J.Z. ("Translator"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing, the Tenants and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and the Parties confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Landlords hereby withdraw their Application in full as part of this mutually agreed Settlement.
2. The Parties agree that the tenancy will end on June 1, 2023, at 1:00 p.m., at which time the Tenants will have vacated the rental unit.
3. The Parties agree that they entered into this Agreement completely voluntarily.
4. The Parties agree that the Director will provide the Landlords with an order of possession effective June 1, 2023, at 1:00 pm
5. The Tenants agree to send the Landlords an email letting them know when the Tenants are fully moved out.
6. The Parties agree to do a move-out inspection of the rental unit on June 1, 2023, at 1:00 p.m.
7. The Parties agree that they may serve each other via their respective email addresses noted in this Application.
8. The Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Tenants comply with the vacating schedule, as stipulated above. The Landlords are granted an **Order of Possession effective June 1, 2023, at 1:00 p.m.** This Order is to be served to the Tenants, if needed, and it is to be enforced only if the Tenants do not comply with the vacating schedule stipulated above. If served, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for

both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

### Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement, and in support of the settlement described above, and with agreement of both Parties, I grant the Landlord an **Order of Possession**, to serve and enforce upon the Tenants, if necessary, **effective June 1, 2023, at 1:00 p.m.** This Order must be served on the Tenants, if the Tenants fail to comply with the vacating terms of the Settlement Agreement.

I **Order** the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 23, 2023

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Residential Tenancy Branch