



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

The Landlord submitted their Application for Dispute Resolution (the “Application”) in this matter on September 5, 2023. They are seeking an early end to the tenancy on the basis that it would be unreasonable/unfair for an end to the tenancy for cause. They also seek return of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 25, 2023. Both the Landlord and the Tenant attended the conference call hearing.

### Settlement Terms

At the outset of this hearing the Tenant confirmed that they were moving out from the rental unit. As stated in their end-of-tenancy letter to the Landlord, dated August 31, 2023, they will move out from the rental unit by September 30, 2023.

In the hearing, the Landlord acknowledged this end-of-tenancy date from the Tenant. The Landlord provided a copy of the Tenant’s August 31, 2023 letter in their evidence.

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties agree on the terms, the settlement may be recorded in the form of a decision. In the hearing, both parties reached an agreement on the end-of-tenancy date and time: September 30, 2023 at 1:00pm.

In line with this, and as a measure of surety to the Landlord, I grant the Landlord an Order of Possession, effective for that date and time. The Tenant agreed to this in the hearing.

At the end of the tenancy the Landlord shall keep the security deposit amount of \$800, in full, as satisfaction of amounts they allege were damage to the rental unit by the Tenant. The Landlord agreed in the hearing that they would not seek any other compensation for damage to the rental unit by the Tenant. I find this is full and final settlement of any claim by the

Landlord for damage in the rental unit. The offer was made by the Tenant, and the Landlord SS stated their acceptance of that offer, which I confirmed two times each with the Landlord and the Tenant in the hearing.

I find this agreement constitutes a final and binding resolution of the Landlord's Application for this hearing.

These particulars above comprise the full and final settlement of all aspects of this dispute for both parties. I am satisfied that both parties have an agreement in place including the above terms. For the purposes of this dispute resolution process, the above terms are legal, final, binding and enforceable and settle all aspects of this dispute.

I heard no testimony, and none of the Landlord's evidence formed part of this settlement between the parties. Without hearing any merits on the Landlord's Application in this hearing, I grant no reimbursement of the Application filing fee.

### Conclusion

To give effect to the settlement reached between the parties, and as advised to the parties in the hearing, I issue the Order of Possession to be used by the Landlord only if the Tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2023. The Landlord must serve the Tenant this Order of Possession only if the Tenant and any other occupant fail to vacate the rental premises by that time. Should the Tenant fail to comply with the Order of Possession, the Landlord may file the Order of Possession with the Supreme Court of British Columbia, where it may be enforced as an Order of that Court.

I make this decision/agreement on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: September 25, 2023

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Residential Tenancy Branch