



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord to end the tenancy early and to recover the filing fee.

The Landlord appeared for the hearing with two other parties who did not provide any testimony during the hearing. The Tenant also appeared for the hearing. The Tenant confirmed receipt of the Landlord’s Application. Both parties had also submitted documentary and digital evidence prior to the hearing.

Before I invited the parties to present their evidence in relation to the issues on the Application, I asked the parties whether they would prefer to deal with the Application through mutual settlement. The parties discussed the issues between them at length, engaged in a conversation, turned their minds to compromise and achieved a resolution of the Application by agreeing to mutually end the tenancy.

Settlement Agreement

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.

Both parties agreed to end the tenancy on July 31, 2015. In order to give effect to this agreement, the Landlord is issued with an Order of Possession which is dated effective for **July 31, 2015 at 1:00 p.m.**, which is when the Tenant and any other guest or occupant is required to move out of the rental suite. Copies of this order are attached to the Landlord’s copy of this decision. The Landlord must serve this order to the Tenant and it may then be filed and enforced in the Supreme Court as an order of that court if the rental suite is not vacated.

The parties confirmed that the Tenant paid rent for June 2015. The Tenant is still required to pay rent for July 2015.

The parties agreed that they will limit communication with each other as much as is necessary and required for effecting the remainder of the tenancy. Any communication should be limited to written communication as much as is practically possible.

The rights and obligations of the parties in relation to making monetary claims and the return of the Tenant's security deposit are not affected by this agreement.

As the parties agreed to end the tenancy through mutual consensus, the Landlord's Application for the recovery of the filing fee is dismissed. This file is now closed.

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: June 10, 2015

Residential Tenancy Branch

