



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.

Both parties appeared for the hearing. The hearing process was explained to the parties and when the parties were asked if they had any questions on the proceedings the Tenants indicated that they wanted to mutually end the tenancy.

The male Tenant explained that the Landlord had offered them to end the tenancy on June 30, 2015 and that they were acceptable of this proposal. The Landlord confirmed the proposal to end the tenancy on this date and time. No evidence or submissions were made during the hearing by the parties.

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 June 30, 2015. In order to give effect to this agreement, the Landlord is issued with an Order of Possession which is dated effective for **June 30, 2015 at 1:00 p.m.**, which is when the Tenants are required to vacate the rental unit.

Copies of this order are attached to the Landlord's copy of this decision. The Landlord must serve this order to the Tenants. If the Tenants fail to vacate the rental suite at the agreed date and time, the order may then be filed and enforced in the Supreme Court of British Columbia as an order of that court.

The Landlord agreed to split the filing fee for the cost of making the Application with the Tenants as they had mutually agreed to end the tenancy. The parties confirmed that the Tenants had paid a security deposit at the start of the tenancy in the amount of \$375.00. As a result, pursuant to Section 72(1) (b) of the *Residential Tenancy Act*, the Landlord may deduct \$25.00 from the Tenants' security deposit to obtain this relief.

The parties informed me that a hearing is to take place on July 15, 2015 to determine the Tenants' Application to cancel a notice to end tenancy for cause and the Tenants' monetary claim. The parties are cautioned that they are still required to appear for this hearing for the purpose of hearing the Tenant's monetary claim. In addition, the parties are also required to submit evidence prior to the July 15, 2015 hearing to that assigned file number in accordance with the Residential Tenancy Branch Rules of Procedure.

The rights and obligations of the parties in relation to the return of the Tenants' security and/or pet damage deposit are not affected by this agreement and are still in effect.

Conclusion

The parties mutually agreed to end the tenancy on June 30, 2015. The Landlord is issued with an Order of Possession for this date and is allowed to deduct the agreed amount of \$25.00 from the Tenants' security deposit to recover the filing fee.

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 18, 2015

Residential Tenancy Branch

