



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mission Group Rentals Ltd. and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *ET, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself and was accompanied by her support worker. The landlord was represented by their agents.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not filed any of her own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Does the landlord have cause to end the tenancy early?

### **Background and Evidence**

The tenancy started on May 01, 2020. The monthly rent is \$1,250.00 payable on the first of each month.

Following multiple incidents involving altercations, pepper spraying, theft etc., on August 14, 2020, the parties entered into a mutual agreement to end the tenancy effective September 30, 2020. The tenant did not move out and therefore on October 01, 2020, the landlord made this application for an order of possession to put an early end to tenancy.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties agreed to the following:

- The tenant agreed to move out by 1:00 pm on November 30, 2020.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on November 30, 2020. An order of possession will be issued to the landlord.
- Both parties stated that they understood and agreed that the terms of this agreement are binding and comprise full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective by 1:00 pm on November 30, 2020. The Order may be filed in the Supreme Court for enforcement.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy. Nob

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application.

## **Conclusion**

I grant the landlord an order of possession effective by 1:00 pm on November 30, 2020.

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: October 29, 2020

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Residential Tenancy Branch