



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ET

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an early termination of the tenancy and an order of possession – as the Landlord claims that the Tenant poses an immediate and severe risk to people and/or property.

The Tenants, M.G. and C.S., the Landlord, Y.L., an advocate for the Landlord, C.H. ("Advocate"), and an interpreter for the Landlord, X.Z., appeared at the teleconference hearing.

At the onset of the hearing, the Tenant, M.G., said that he had been injured by a falling tree the night before and that he had broken bones; however, he also said that the Tenants did not dispute the Landlord's Application, but that he would like an extension of the order of possession for a week to aid in his healing. The Landlord agreed.

The Landlord agreed to extend the time before an order of possession is dated and enforced by one week, such that the order of possession is dated May 23, 2023, at 1:00 p.m. The Tenants agreed and thanked the Landlord for his consideration in this regard.

I drafted settlement terms for the Parties, to which they agreed before the end of the hearing.

Preliminary and Procedural Matters

The Parties' confirmed their email 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 Landlord withdraws their Application in full as part of this mutually settled agreement.
2. The Parties agree that the tenancy shall end on **May 23, 2023, at 1:00 p.m.** in accordance with the Act.
3. The Landlord is granted an **Order of Possession effective on May 23, 2023, at 1:00 p.m.**, after service of this Order on the Tenants, which is to be enforced only if the Tenants do not adhere to vacating schedule stipulated above. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.
4. The Parties agree that they entered into this agreement completely voluntarily.

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 confirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties confirmed 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 based on the 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 May 23, 2023, at 1:00 p.m., after service of the Order** on the Tenants.

This Order must be served to the Tenants, if the Tenants fail to adhere to the 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 15, 2023

Residential Tenancy Branch