

## **Decision**

**Dispute Codes:** OPB

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession for breach of an agreement with the landlord. Both parties participated in the hearing and gave affirmed testimony.

### **Issue to be decided**

- Whether the landlord is entitled to the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the fixed term of tenancy was from December 1, 2009 to May 31, 2010. The tenancy agreement provides that following the end of the fixed term, "the tenancy may continue for another fixed length of time." However, by letter to the tenant dated April 28, 2010, the landlord informed the tenant that it would "not be renewing" the agreement. Subsequently, however, the tenant has continued to reside in the unit. The landlord takes the position that the tenant would benefit from a more supportive living environment than what is available to him in his present accommodation.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### **Analysis**

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant will vacate the unit by not later than 1:00 p.m., Monday, January 31, 2011, and that an order of possession will be issued in favour of the landlord to that effect;
- that, in the meantime, the tenant will apply through the landlord's "applicant services" office for accommodation elsewhere within the limited resources managed by the landlord;
- that simply by way of applying, the tenant is not guaranteed alternate accommodation within the limited resources managed by the landlord;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties, which arise out of this tenancy and which are presently before me.

### **Conclusion**

I hereby issue an **order of possession** in favour of the landlord effective not later than **1:00 p.m., Monday, January 31, 2011**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: November 9, 2010

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Dispute Resolution Officer