



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT BETWEEN PARTIES

Dispute Codes

For the tenant – OLC, FF

For the landlord - O

Introduction

This hearing was convened by way of conference call in repose to both the tenant and landlords applications for Dispute Resolution. The tenant seeks an Order for the landlord to comply with the *Residential Tenancy Act (Act)*, regulations or tenancy agreement and to recover the filing fee from the landlord for the cost of this application. The landlord has other issues concerning a Notice to End Tenancy signed by the tenant and the tenants subletting the rental unit.

It was noted at the outset of the hearing that there was an error in the first name of the tenant on the landlord's application. The parties did not raise any objections to the error being corrected and this has now been amended.

Through the course of the hearing the landlord and the tenant came to an agreement in settlement of each other's claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant agrees to move from the rental unit on December 30, 2011 by 1.00 p.m.

- The landlord agrees to extend the tenants Notice to End Tenancy to December 30, 2011
- Both parties agree that an Order of Possession will be given to the landlord effective for 1.00 p.m. on December 30, 2011

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Dispute Resolution Officer pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of both Parties claims.

An Order of Possession has been issued to the landlord. A copy of the Order must be served on the tenant and the tenant must vacate the rental unit as agreed and as indicated on the Order of Possession. The Order of Possession may be enforced in the Supreme Court of British Columbia.

The landlord is at liberty to enter into a new written tenancy agreement with the tenant's roommates if they so choose.

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: November 21, 2011.

Residential Tenancy Branch