



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ET FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution to obtain an Order of Possession.

The hearing was conducted via teleconference and was attended by both parties.

Issues(s) to be Decided

Is the landlord entitled to an order of possession for cause without the requirement of one month's notice, pursuant to 56 of the *Act* ?

Background and Evidence

The landlord and the tenant both submitted documents into evidence. The tenant testified that they already provided the landlord with a Notice to End the tenancy as soon as possible inside the month of September 2012 – as submitted into evidence. The tenant testified that as a result they have found other accommodations and are thus vacating by the evening of September 21, 2012, to the satisfaction of the tenant and the landlord, and in this respect the tenant is not opposed to the landlord receiving an Order of Possession effective thereafter. The parties discussed their dispute and agreed, to the full satisfaction of both parties, and that I record their agreement as per Section 63 of the Residential Tenancy Act, as follows:

1. the tenant and landlord agree that **this tenancy will end** no later than **September 22, 2012**, and
2. the landlord will receive an **Order of Possession** effective **September 22, 2012**.

Analysis and Conclusion

The parties have chosen to end the tenancy in the terms of their agreement. I grant the landlord an Order of Possession, **effective September 22, 2011**. The tenant must be served with this Order. If the landlord serves the Order of Possession on the tenant and the tenant fails 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.

As the landlord was successful in their claim, I grant the landlord recovery of the filing fee for the cost of this application. I Order the landlord may deduct **\$50.00** from the security deposit.

This Decision is final and binding on both parties.

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: September 20, 2012
