



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking order of possession due to unpaid rent, a monetary order for unpaid rent and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and no party raised any issue regarding service of the evidence. The tenant did not submit written evidence.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

The parties each submitted some of their respective positions in this matter.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

I note that the male tenant did not attend the hearing; however, the landlord said that he delivered the Notice of Hearing and his application by leaving it with the tenant on or about November 16, 2012. I find the male tenant was served in a manner complying with section 89 (2) of the Act.

Issue(s) to be Decided

Will the tenant agree to vacate the rental unit and will the landlord be issued an order of possession?

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The landlord and the tenant agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on December 31, 2012;
2. The landlord agrees that the tenancy will continue until December 31, 2012, at 1:00 p.m.;
3. The landlord understands that due to conflicting oral and written evidence, he will not be issued a monetary order, requested in his application for dispute resolution;
4. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., December 31, 2012, the landlord may serve the order of possession on the tenant and obtain a writ of possession; and
5. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution or on the merits of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by December 31, 2012, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court in the event the tenant fails to comply with the terms of the order.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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.

This settled agreement 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: December 20, 2012.

Residential Tenancy Branch