



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

This hearing was convened as the result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling the landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property (the "Notice"), for a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee.

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

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.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

After hearing each party's evidentiary submissions, a mediated discussion ensued and the parties agreed to resolve their differences.

I must note that just prior to the conclusion of the mediated discussion, of which the tenant played a part, the tenant informed me and the other participants that the battery in his mobile device was low and that he was unlikely to be able to finish the discussion. The tenant did, however, prior to his departure agreed to the eventual outcome and said he would await the Decision.

Issue(s) to be Decided

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

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

Settled Agreement

The tenant and the landlord 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 November 30, 2013;
2. 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., November 30, 2013, the landlord may serve the order of possession on the tenant and obtain a writ of possession through enforcement of the order in the Supreme Court of British Columbia;
3. The parties understand that they each remain obligated under the provisions of the Residential Tenancy Act (the "Act") and their tenancy agreement through the end of this tenancy and that this settled agreement does not impact the requirement of section 51 of the Act allowing the tenant compensation equivalent to one month's rent;
4. The tenant understands that I am unable to award the tenant costs of photo developing as these are not costs named in the Act as recoverable; and
5. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and that no finding is made on the merits of the said application for dispute resolution or the landlord's 2 Month Notice to End Tenancy for Landlord's Use of the Property.

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 November 30, 2013, 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 should it become necessary.

As this matter has been settled, I have not made an award of the filing fee to the tenant.

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 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: August 01, 2013

Residential Tenancy Branch

