



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *ET*

Introduction

This hearing dealt with an application by the landlord pursuant to section 56 of the *Residential Tenancy Act*, for an order to end the tenancy early and obtain an order of possession. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Does the landlord have cause to end the tenancy early?

Background and Evidence

The tenancy started on October 01, 2007 for a monthly rent of \$1,380.00. Prior to moving in the tenant paid a security deposit. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to move out on or before 1:00 p.m. on November 30, 2013.
- The landlord agreed to allow the tenancy to continue until November 30, 2013. An order of possession will be issued to the landlord, effective this date.

- The landlord agreed to allow the tenant to use the security deposit as rent for the full month of November 2013
- The tenant agreed to allow the landlord to keep the entire security deposit
- The tenant agreed to refrain from activities that disturb the occupants below and that draw the attention of the police
- The tenant agreed to fully cooperate with the landlord to show the rental unit to prospective tenants
- The tenant agreed to leave the rental unit in a clean and undamaged condition at the end of tenancy.
- Both parties stated that they understood and agreed that the terms of this agreement are binding and comprise full and final settlement of all aspects of this dispute for both parties.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective November 30, 2013. The Order may be filed in the Supreme Court for enforcement.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 p.m. on November 30, 2013.**

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 08, 2013

Residential Tenancy Branch

