



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPC, OPB, FF  
CNC, PSF, FF

### Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession for cause & breach of an agreement with the landlord / and recovery of the filing fee; and ii) by the tenant for cancellation of a notice to end tenancy for cause / an order instructing the landlord to provide services or facilities required by law / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy is from February 01, 2014 to January 31, 2015. Monthly rent of \$1,250.00 is due and payable in advance on the 2<sup>nd</sup> day of each month, and a security deposit of \$625.00 was collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated August 31, 2014. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is September 30, 2014, and there are several reasons identified on the notice in support of its issuance.

Subsequently, the tenant filed an application to dispute the notice on September 08, 2014, and the landlord's application was filed on September 10, 2014.

During the hearing the parties undertook to resolve the dispute.

### Analysis

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

### **RECORD OF SETTLEMENT**

- that the tenant will vacate the unit by not later than **Friday, October 31, 2014**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the above particulars comprise **full and final settlement** of all issues in dispute for both parties, that arise from this tenancy and which are currently before me.

As the end of tenancy nears, the attention of the parties is drawn to the following particular sections of the Act:

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Friday, October 31, 2014**. This order must be served on the tenant. Should the tenant fail 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.

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 24, 2014

---

Residential Tenancy Branch

