



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FF, O

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for an Order of Possession and to recover the filing fee.

Two agents for the Landlord, the Tennant and the Tenant’s advocate appeared for the hearing. Apart from the Tenant’s advocate, the parties provided affirmed testimony as well as written evidence in advance of the hearing. The parties confirmed receipt of the Application and each other’s written evidence and no issues were raised in relation to the service of these documents by the parties under the *Residential Tenancy Act* (the “Act”).

At the start of the hearing, one of the Landlord’s agent testified that the Landlord was seeking an Order of Possession based on a breach of the tenancy agreement. The agent explained that the tenancy agreement, provided in written evidence, was for a fixed length of time and at the end of this fixed length of time, the Tenant was required to vacate the rental suite. The agent drew my attention to the fact that the Tenant had initialed the agreement confirming that the rental suite had to be vacated at the end of the fixed length of time as documented on the tenancy agreement; however the Tenant was still occupying the rental suite and had not moved out.

As a result, pursuant to Section 64(3) (c) of the Act, I amended the Landlord’s Application to include a request for an Order of Possession based on a breach of an agreement by the Tenant with the Landlord.

The Tenant’s advocate explained that the Tenant had paid rent for September, 2014 and requested a mutual agreement to end the tenancy at the end of this month.

The Landlord's agent explained that they had accepted rent from the Tenant for September, 2014 but had issued the Tenant a receipt that the payment was being accepted for use and occupancy only and that the tenancy was not re-instated by acceptance of the payment; however, the Landlord's agent agreed to end the tenancy for the end of September, 2014.

As a result, the agent for the Landlord withdrew the Application to recover the filing fee and therefore this portion of the Application was dismissed.

### Analysis & Conclusion

Pursuant to Section 63 of the Act, the arbitrator may assist the parties to 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.

The Landlord's agents and the Tenant both agreed to end the tenancy on **September 30, 2014** at which point the Tenant is required to vacate the rental suite. The Landlord is issued with an Order of Possession effective for this date.

The rights and obligations of both parties in relation to the return of the security deposit and the completion of the Condition Inspection Report still apply at the end of the tenancy.

### Conclusion

For the reasons set out above, I grant the Landlord an Order of Possession effective on **September 30, 2014 at 1:00 pm**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit in accordance with the above agreement.

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 09, 2014

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Residential Tenancy Branch

