



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- other remedies, identified as an order of possession for breach of a fixed term tenancy agreement, pursuant to section 55.

The landlord's agent, AM ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed that she is the regional manager for the landlord company named in this application, and that she had authority to represent the landlord company as an agent at this hearing.

The landlord testified that she served the tenant with the landlord's application for dispute resolution hearing package ("Application") on March 5, 2015. The tenant confirmed receipt of the landlord's Application. In accordance with sections 89 and 90 of the Act, I find that the tenant was duly served with the landlord's Application.

### Issue to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord testified that this tenancy began on March 1, 2014 for a fixed term to end on February 28, 2015. Both parties initialled the area on the tenancy agreement indicating that the tenant is required to vacate the rental unit at the end of the fixed term. Both parties agreed that monthly rent of \$775.00 is payable on the first day of each month. A security deposit of \$387.50 and a pet damage deposit of \$387.50 were paid

by the tenant and the landlord continues to retain these deposits. The tenant continues to reside in the rental unit with her son.

### Analysis

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2015, by which time the tenant, her children, her male friend and any other occupants will have vacated the rental unit;
2. Both parties agreed that this tenancy will continue on a month to month basis under the terms of the original tenancy agreement and that no further renewals or extensions will be made for the tenant to continue the tenancy after July 31, 2015;
3. Both parties agreed that the tenant will pay the landlord \$387.50 by April 10, 2015 and a further \$387.50 by April 16, 2015, in full satisfaction of April 2015 rent;
4. Both parties agreed that as of May 1, 2015, until the end of this tenancy on July 31, 2015, rent of \$775.00 is payable on the first day of each month;
5. Both parties agreed that the landlord will issue a notice to end tenancy in accordance with the *Act*, in the event that the tenant breaches condition #4 of this settlement agreement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$775.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by condition #3 of the above monetary settlement. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible after a failure to comply with condition #3 of the above monetary settlement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: April 08, 2015

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Residential Tenancy Branch

