



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code: OPL

Introduction

This matter was heard by conference call in response to a Landlord's Application for Dispute Resolution (the "Application") made on April 22, 2015 for an Order of Possession for the Landlord's use of the property.

The Landlord and Tenant appeared for the hearing and provided affirmed testimony. The Landlord also provided a copy of the 2 Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") and a registered mail tracking receipt for the service of documents for this hearing. The Tenant confirmed receipt of these documents. As a result, I determined that the Landlord had served the Tenant pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the "Act").

At the start of the hearing the Tenant acknowledged that her tenancy had ended under the Notice and that she had not made an Application to dispute the Notice. The Tenant also acknowledged that she had not moved out in accordance with the effective date of the Notice as she needed more time. The Landlord kindly considered the Tenant's situation and agreed that he would give the Tenant more time to vacate the rental unit.

Settlement Agreement

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 and Tenant agreed that the Tenant will vacate the rental unit on **June 30, 2015**. In order to give effect to this agreement, the Landlord is issued with an Order of Possession effective for June 30, 2015 at 1:00 p.m. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenant fails to vacate the rental unit in accordance with the above agreement. Copies of the order are attached to the Landlord's copy of this decision.

The Landlord had inherited this tenancy and the parties engaged into a discussion about the amount of security deposit that was paid at the start of the tenancy by the Tenant. The parties were unable to determine the exact amount but settled on an amount of \$300.00 as the security deposit amount to be returned in this tenancy to be returned to the Tenant forthwith.

Conclusion

The Landlord agreed to allow the Tenant to vacate the rental unit on June 30, 2015. The Landlord is issued with an Order of Possession which is enforceable if the Tenant fails to vacate the rental on this date and time.

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: June 04, 2015

Residential Tenancy Branch

