



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession due to an alleged breach by the tenant of an agreement with the landlord and for recovery of the filing fee paid for this application.

The landlord and tenant attended the hearing appeared and each submitted their respective positions in this matter.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences and that I would record their settlement.

Settled Agreement

The landlord and tenant agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees to vacate the rental unit by 1:00 p.m. on December 31, 2015;
2. The landlord agrees that the tenancy will continue until December 31, 2015, at 1:00 p.m.;
3. The tenant understands the landlord will be issued an order of possession for the rental unit, based upon the settled agreement, and that if the tenant fails to vacate the rental unit by 1:00 p.m., December 31, 2015, the landlord may serve the order of possession on the tenant for enforcement purposes; and
4. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The landlord and the tenant have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with an order of possession for the rental unit in the event the tenant fails to vacate the rental unit by December 31, 2015, at 1:00 p.m.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court should it become necessary.

The parties may continue communication to reach a different conclusion to this tenancy other than contained in this settled agreement; however, both parties were made aware that any private agreement should be in writing as the order of possession for the rental unit remains valid and enforceable.

The landlord confirmed that if the tenant secured another rental unit prior to December 31, 2015, and gave the landlord immediate notice of the date she intended to vacate during this interim, he would not hold the tenant liable for the clear, 1 month's notice to vacate.

This settlement agreement was reached in accordance with section 63 of the Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision recording the parties' settled agreement 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 5, 2015

Residential Tenancy Branch

