



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRSTLINE INVESTMENT GROUP / RPM INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *OPC, FF*

### **Introduction**

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

During the hearing the tenant informed me that he had applied to dispute the notice on November 09, 2015 and had a hearing date set for January 12, 2016.

### **Issues to be decided**

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue?

### **Background and Evidence**

The tenancy started in April 2014. The monthly rent is \$871.00 due in advance on the first day of the month.

On October 26, 2015, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

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

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if they settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute on the following terms:

- The tenant agreed to move out on or before 1:00 pm on January 31, 2016.
- The landlord agreed to allow the tenancy to continue until January 31, 2016. An order of possession will be issued to the landlord effective this date.
- The tenant agreed to keep the peace and not allow her visitors to create disturbances.
- The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of this dispute for both parties.

Pursuant to the above agreement I grant the landlord an order of possession effective on January 31, 2016. The Order may be filed in the Supreme Court for enforcement.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

## **Conclusion**

I grant the landlord an order of possession effective on or before **1:00 pm on January 31, 2016.**

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: December 09, 2015

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Residential Tenancy Branch

