



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPN

### Introduction:

The landlord has applied for an Order for possession pursuant to the tenant's notice to end the possession dated October 7, 2015 with an effective date of November 30, 2015. The landlord and tenant attended the teleconference hearing. The tenant admitted service of the application.

### Facts:

A tenancy began on August 1, 2011 with rent in the amount of \$ 1,212.13 due in advance on the first day of each month. The tenant paid a security deposit amounting to \$ 541.00 on July 19, 2011. Only the tenant's name was on the tenancy agreement although her husband also occupied the unit. The tenant and moved out on July 27, 2015 and gave her notice to end the tenancy on October 7, 2015 which effectively ended the tenancy for all parties and occupants. (Policy Guideline 13-1). The tenant's husband continues to reside in the unit and refuses to vacate.

### Settlement:

The parties settled this matter and I have recorded the agreement pursuant to section 63(2) as follows:

- a. The parties have agreed to the issuance of an Order for Possession effective as soon as possible,
- b. The tenant agrees to give the landlord a complete list of her personal property in the unit as soon as possible,
- c. The landlord agrees to give the tenant access to the unit to retrieve her personal property as soon as the landlord obtains vacant possession, and

- d. The landlord agrees to use its best efforts to retain the tenant's personal property in the unit if the landlord is required to use the services of a bailiff to obtain vacant possession.

Conclusion:

As a result of the settlement I have granted the landlord an Order for Possession effective two days after service of the Order. This order may be enforced in the Supreme Court of B.C. There shall be no order as to reimbursement of the filing fee herein. The parties are cautioned to deal with the security deposit in compliance with section 38 of the Act.

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: January 11, 2016

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Residential Tenancy Branch

