



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNSD MNR FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order allowing retention of the security deposit in partial satisfaction of the monetary claim. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on February 20, 2014. The rent is \$2000.00 per month due in advance on the 20<sup>th</sup> day of each month. The rental unit is the main floor of a detached home. The landlord is trying to sell the home. The parties executed a Mutual Agreement to End Tenancy on November 17, 2015. The tenant had agreed to move out on December 31, 2015 but failed to do so.

In the course of the hearing the parties resolved to settle the matters between them by way of a settlement. The terms of the settlement are as follows:

- The tenant will vacate the rental unit by no later than 1:00 p.m. on March 31, 2016.
- The tenant will pay the rent for the February 20, 2016 – March 20, 2016 period in the amount of \$2,000.00 by no later than March 15, 2016.
- The tenant will pay rent for the March 21 – March 31, 2016 in the amount of \$645.20 by no later than 5:00 p.m. on March 21, 2016;
- The landlord will not present any further City of Surrey water bills to the tenant.

In support of the above agreement, **I am delivering the landlord an order of possession which is effective two days from the date of service. The landlord must serve this order on the tenant as soon as possible.** It is understood however, that the landlord will not move to enforce the order in Supreme Court unless the tenant fails to abide by the rental payments noted above or fails to move out on March 31<sup>st</sup>. **For greater clarity: the tenant must pay the rent due on March 20<sup>th</sup> and on March 21<sup>st</sup> and must move out on March 31<sup>st</sup> or the landlord will be in a position to seek a writ of possession for the rental unit which will involve the removal of the tenant's belongings by a court assigned bailiff.**

This settlement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 07, 2016

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Residential Tenancy Branch

