



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession for cause pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions.

The landlord testified that the 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") was served personally on the tenant on October 26, 2016. The tenant confirmed receipt of the 1 Month Notice. In accordance with section 88 of the *Act*, I find that the tenant was duly served with the 1 Month Notice.

The landlord testified that the application for dispute resolution dated November 14, 2016 (the "landlord's application") was served personally on the tenant on November 17, 2016. The tenant confirmed receipt of the landlord's application. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlord's application.

### Analysis

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord's application is withdrawn;

2. The landlord's 1 Month Notice is withdrawn;
3. The tenancy will end on March 1, 2017; and
4. This settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

The landlord's application is withdrawn. The landlord's 1 Month Notice is cancelled.

To give effect to the settlement reached between these parties, I issue an Order of Possession effective March 1, 2017, to be used by the landlord if the tenant does not vacate the premises in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant must be served with this Order so that it may be enforced in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 16, 2016

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Residential Tenancy Branch