



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for landlord's use pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord served the tenant with the notice of hearing package and the submitted documentary evidence in person on January 17, 2017. The tenant submitted no documentary evidence. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for landlord's use?

Is the landlord entitled to a monetary order for unpaid rent or utilities, money owed or compensation for damage or loss and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$950.00.

Both parties agreed that the landlord served the tenant with a 2 Month Notice to End Tenancy issued for Landlord's Use dated October 31, 2016. The 2 Month Notice displays an effective end of tenancy date of December 31, 2016. No reasons were selected on the notice.

The landlord stated that the tenant was in arrears for \$950.00 for February 2017 as he still occupies the rental unit.

### Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The landlord withdraws his application for dispute and cancels the 2 Month Notice to End Tenancy dated October 31, 2016. The landlord will forgo any costs associated with this application and will not pursue any costs related to unpaid rent.

Both parties agreed that the tenant will vacate the rental property on February 15, 2017 at or before 1pm.

Both parties agreed that the landlord shall make payment of \$2,200.00 by cheque to the tenant on February 15, 2017 when the tenant gives possession of the rental unit to the landlord.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

In order to implement the above settlement reached between the parties, I issue an Order of Possession to be used by the landlord if the tenants fail to vacate the rental premises in accordance with their agreement by 1:00 pm on February 15, 2017. The landlord is provided with this order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenants fail to comply with this Order, the Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenant's favour in the amount of \$2,200.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with this Order

in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: February 09, 2017

---

Residential Tenancy Branch