



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNR

Introduction

This hearing was convened in response to an application and an amendment by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the hearing the Parties reached a mutual agreement to resolve the dispute.

Agreed Facts

The tenancy began in September 2015. Rent of \$800.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$400.00 as a security deposit. On October 29, 2016 the Landlord served the Tenant with a two month notice to end tenancy for landlord’s use (the “Notice”) with a stated effective date of January 1, 2017. The Tenant did not dispute the Notice and has not moved out of the unit. The rent for December 2016 was waived in lieu of the requirement to pay the Tenant the equivalent of one month’s rent for having been served with the Notice. The Tenant’s security deposit was applied to January 2017 rent and the remaining rent was waived by the Landlord. The Tenant paid rent for February 2017 and the Landlord issued the Tenant with a receipt for use and occupancy only.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Tenant will pay March 2017 rent no later than 5 p.m. on March 1, 2017;**
- 2. The Tenant will move out of the unit no later than 1:00 p.m. on March 31, 2017;**
- 3. If the Tenant moves out of the unit before March 31, 2017 the Landlord will reimburse the Tenant with rent on a prorated basis for the days remaining to the end of March 2017; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement I find that the Parties have settled the dispute as recorded above. In order to give effect to the agreement for the Tenant to move out of the unit I grant the Landlord with an order of possession effective 1:00 p.m. on March 31, 2017.

Conclusion

The Parties have settled the dispute.

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: March 01, 2017

Residential Tenancy Branch