



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to consider the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") seeking 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, to make submissions, and to call witnesses.

As both parties were in attendance I confirmed that there were no issues with service of the landlord's 1 Month Notice, or landlord's application for dispute resolution and evidentiary materials. The tenant confirmed receipt of the landlord's materials and testified that she had not filed anything in response. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with the landlord's 1 Month Notice, application and evidence.

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. This tenancy will end on 12:00pm October 31, 2017 by which time the tenant and any other occupant will have vacated the rental unit.
2. The \$400.00 security deposit will be handled in accordance with the *Act* at the end of the tenancy.

3. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and the landlord's 1 Month Notice is withdrawn and of no further effect.
4. This settlement agreement constitutes a full, final and binding resolution of the tenant'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

To give effect to the above noted settlement agreement, and as discussed with them during the hearing, I grant an Order of Possession to the landlord, effective **October 31, 2017 at 12:00 pm**. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenant or any occupant on the premises fails to provide vacant possession in accordance with the settlement terms. 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.

The landlord's 1 Month Notice, dated June 26, 2017 is cancelled and of no further effect.

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: September 28, 2017

Residential Tenancy Branch