



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB

Introduction

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

- an Order of Possession based on a One Month Notice to End Tenancy for Cause (the One Month Notice) and a fixed term tenancy agreement that provides the tenant will vacate the unit on a date specified in the agreement pursuant to section 55.

The landlord and the tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant acknowledged receipt of the Landlord's Application for Dispute Resolution (the Application) and evidentiary package, which was sent by registered mail to the tenant on September 11, 2017. In accordance with section 88 and 89 of the *Act*, I find the tenant has been duly served with these documents.

The tenant acknowledged receipt of the One Month Notice, which was posted to the door of the rental unit on August 08, 2017. In accordance with section 88 of the *Act*, I find the One Month Notice was duly served to the tenant.

The tenant confirmed that they did not dispute the One Month Notice or submit any evidence.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession based on the One Month Notice or a fixed term tenancy agreement?

Background and Evidence

The landlord testified that the tenancy began on January 01, 2016, with a monthly rent of \$1,700.00, due on the first day of each month. The landlord testified that they currently retain a security deposit in the amount of \$850.00, in trust.

A copy of the landlord's August 08, 2017, One Month Notice was entered into evidence. In the One Month Notice, requiring the Tenant to end this tenancy by September 30, 2017, the landlord cited the following reason for the issuance of the One Month Notice:

Tenant is repeatedly late paying rent

The landlord entered into evidence three copies of 10 Day Notice to End Tenancy forms for June 2017, July 2017 and August 2017, issued to the tenant for rent that was not paid on the day that it was due.

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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the landlord's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on November 30, 2017, by which time the tenant agreed to have vacated the rental unit.
2. Both parties agreed that these particulars comprise the full settlement of all aspects of the landlord's current application.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant an Order of Possession to the landlord effective **on November 30, 2017**, to be used by the landlord if the tenant does not vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with an Order in the event that the tenant(s) do not vacate the premises by the time and date set out in their agreement.

Should the tenant or any occupant on the premises 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: October 10, 2017

Residential Tenancy Branch