



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ELK VALLEY FAMILY SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for an order of possession pursuant to a mutual agreement to end tenancy entered into by both parties.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy started in 2015. On March 29, 2018 the parties entered into a mutual end to tenancy agreement. The effective date of the end of tenancy was June 30, 2018. At the time of this hearing on July 05, 2018, the tenant had not moved out.

Prior to the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 confirmed that they had reached an agreement to settle their dispute under the following terms.

- The tenant agreed to move out by 1:00 pm on July 31, 2018.
- The landlord agreed to extend the tenancy up to 1:00 pm on July 31, 2018. An order of possession will be issued in favour of the landlord effective this date.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

As per the above agreement, I grant the landlord an order of possession effective by 1:00 pm on July 31, 2018.

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: July 05, 2018

Residential Tenancy Branch