



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPM

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for a mutual agreement to end the tenancy, pursuant to section 55.

JN testified on behalf of the landlord in this hearing, and was given full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The tenant confirmed receipt of the landlord's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the tenant was duly served with the Application. All parties confirmed receipt of each other's' evidentiary materials.

### **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. Both parties entered into a mutual agreement that this tenancy will end on August 31, 2018 at 4:00 p.m., by which date the tenant(s) and any other occupants will have vacated the rental unit.
2. The landlord agreed to pay to the tenant the sum of \$1,800.00 by cheque on or before 4:00 p.m. on August 31, 2018.
3. The landlord agreed to return to the tenant the tenant's security deposit in the amount of \$442.50 on or before 4:00 p.m. on August 31, 2018.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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 settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlord, effective two days after service of this Order on the tenant. The landlord is provided with this Order in the above terms and the tenant must be served with this Order **only** in the event that the tenant does not abide by condition #1 of the above settlement. This two day Order of Possession may **only** be used after August 31, 2018. 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.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the tenant's favour in the amount of \$2,242.50. 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 in the event that the landlord does not abide by conditions #2 and 3 of the above 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 an Order 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: July 17, 2018

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Residential Tenancy Branch