



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL

Introduction

On June 14, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to enforce a Two Month Notice to End Tenancy for Landlord’s Use of the Property, (the “Notice”) issued on May 25, 2018. The matter was set for a conference call.

Both the Landlord, the Tenant and the Property Managers attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an order of possession pursuant to section 49 of the *Act*?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on July 1, 2015, as a month to month tenancy at the end of the first year. Rent in the amount of \$1,450.00 is to be paid by the first day of each month and Tenants paid the Landlord a \$1,000.00 security deposit.

Both parties agreed that the Tenants were served with the Notice issued on May 25, 2018, by registered mail. The Notice explains that the Tenants had fifteen days to dispute the Notice.

During the hearing, both parties expressed a desire to enter into a mutual agreement to extend the move out date on the Notice.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenants will move out of the rental unit by August 16, 2018, at 1:00 p.m.
2. The Landlord will charge the Tenant rent in the amount of \$725.00 for the period of August 1 to August 16, 2018.
3. The Landlord will return the Tenants \$275.00 security deposit overpayment.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, an **Order of Possession** dated **August 16, 2018**, will be granted to the Landlord to be served on the Tenant in accordance with this agreement.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. I decline to award the recovery of the filing fee in this case.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant an **Order of Possession** to the Landlord to be served on the Tenant effective not later than 1:00 p.m. on August 16, 2018. The Landlords are provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant 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 24, 2018

Residential Tenancy Branch