



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

CNC, FFL

### Introduction

On July 12, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to enforce a One Month Notice to End Tenancy for Cause, (the "Notice") issued on June 27, 2018. The matter was set for a conference call.

Both the Landlord and one of the Tenants 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 47 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 April 1, 2018, as a one-year fixed term that would continued as a month to month tenancy at the end of the first year. Rent in the amount of \$936.00 is to be paid by the first day of each month and Tenants paid the Landlord a \$450.00 security deposit.

Both parties agreed that the Tenants were served with the Notice on June 27, 2018. The Notice explains that the Tenants had ten days to dispute the Notice. The Tenants did not file to dispute 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 31, 2018, at 1:00 p.m.

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 31, 2018**, will be granted to the Landlord to be served on the Tenants 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. In this case, I decline to award the Landlord the recovery of his filing fee paid for this application.

#### Conclusion

In support of the settlement noted above and with the agreement of both parties, I grant the Landlord an order of possession effective August 31, 2018.

I grant an **Order of Possession** to the Landlord to be served on the Tenant. 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.

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 31, 2018

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Residential Tenancy Branch