



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SATGUR HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, FFL

Introduction

On June 6, 2018, the Landlord submitted an Application for Dispute Resolution requesting that an order of possession be granted based on a Mutual Agreement to End Tenancy.

The matter was set for a conference call hearing on this date. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue to be Decided

- Is the Landlord entitled to an order of possession based on a mutual agreement to end the tenancy?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on March 1, 2018, on a month to month basis. Rent in the amount of \$1,200.00 per month is due by the first day of each month. The Tenant paid the Landlord a security deposit of \$600.00.

The parties testified that they entered into a mutual agreement to end the tenancy with an effective date of May 30, 2018.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the tenancy will end on or before 1:00 pm on **August 31, 2018.**
2. The Landlord is granted an order of possession effective **August 31, 2018, at 1:00 p.m.** The Landlord must serve the Tenant with the order of possession.
3. The Landlord withdraws his application in full as part of this mutually settled agreement.
4. The Landlord withdraws his request to recover the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord is granted an order of possession effective August 31, 2018, at 1:00 p.m. This order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: August 02, 2018

Residential Tenancy Branch