



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESTLAND TELFORD LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPR, CNR, MNR

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent. The tenant applied to cancel the notice to end tenancy for non-payment of rent.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties were represented by agents. The tenant also attended the hearing.

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to an order of possession or should the notice to end tenancy be set aside?

### **Background and Evidence**

The tenancy started in March 2018. There is no written tenancy agreement. The rent is \$875.00 per month due on the first of each month. On July 27, 2018, the landlord served the tenant with three notices to end tenancy for unpaid rent in the total amount of \$2,625.00. The tenant disputed the notices in a timely manner.

On September 14, 2018, the parties reached a settlement and entered into a mutual agreement. A copy of the mutual end to tenancy agreement signed by both parties was filed into evidence.

The parties testified to the terms of the mutual agreement as follows:

- The tenant agreed to move out of the current unit he is occupying into another property owned by the landlord, by October 07, 2018.
- An order of possession will be granted to the landlord effective this date
- The landlord agreed to allow the tenancy to continue at a different property owned by him and also agreed to waive all outstanding rent owed by the tenant.
- The parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

The tenant and the landlord have reached a mutual agreement. 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 mutual agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

Pursuant to the above agreement, I grant the landlord an order of possession effective October 07, 2018. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: September 20, 2018

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Residential Tenancy Branch