



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 Landlords' Application filed under the Residential Tenancy Act, (the "*Act*"), to enforce a Mutual Agreement to End signed on September 30, 2018, and to recover the filing fee for his application. The matter was set for conference call.

The Landlords, the Tenant and the Tenant's Advocate (the "Tenant") 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.

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.

Issues to be Decided

- Are the Landlords entitled to an order of possession pursuant to section 55 of the *Act*?

Background and Evidence

The parties testified that the tenancy began on October 1, 2013. Rent in the amount of \$950.00 is to be paid by the first day of each month and that the Landlord is holding a \$437.50 security deposit for this tenancy.

Both parties agreed that the Landlord and the Tenant signed a mutual agreement to end this tenancy on September 30, 2018.

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 Tenant agreed to move out of the rental unit no later than 1:00 p.m. on December 31, 2018.
2. The Landlords agreed that the Tenant does not have to pay rent for the month of December 2018.
3. The Landlords agreed to return the Tenant's prepaid rent for December 2018.
4. The Landlord agreed to provide a letter of reference for the Tenant, regarding her payment history for this tenancy.

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 Landlords and Tenant, an **Order of Possession** dated **December 31, 2018**, will be granted to the Landlord to be served on the Tenant.

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 December 31, 2018. If 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: November 30, 2018

Residential Tenancy Branch