



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SKYLINE TOWERS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *OPC, FF*

Introduction

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and for the recovery of the filing fee.

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. The tenant represented himself. The corporate landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he had not filed any evidence of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue? Is the landlord entitled to an order of possession and to the recovery of the filing fee?

Background and Evidence

The tenancy started on August 01, 2009. The current monthly rent is \$1,303.00.

On July 05, 2019, the landlord served the tenant with one month notice to end tenancy for cause. The tenant did not dispute the notice. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute on the following terms:

1. The tenant agreed to move out by 1:00 pm on September 25, 2019.
2. The landlord agreed to allow the tenancy to continue until this date.
3. An order of possession will be issued to the landlord effective this date.
4. Both parties stated that they understood that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement I grant the landlord an order of possession effective by 1:00 pm on September 25, 2019. The Order may be filed in the Supreme Court for enforcement. As this dispute was resolved by agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. 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 settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

I grant the landlord an order of possession effective **1:00 pm on September 25, 2019.**

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 23, 2019

Residential Tenancy Branch