



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR-DR, CNR, MT, MNDCT, RP

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent.

The Tenant filed an Application for Dispute Resolution, in which the Tenant filed to cancel a Ten Day Notice to End Tenancy, for more time to file an Application for Dispute Resolution to cancel a Ten Day Notice to End Tenancy, for a monetary Order for money owed or compensation for damage or loss; and for an Order requiring repairs.

At the hearing the Tenant withdrew his Application for Dispute Resolution. On the basis of this information, none of the issues in dispute in the Tenant's Application for Dispute Resolution will be considered at these proceedings.

The Landlord stated that on December 19, 2019 the Landlord's Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in December of 2019 was sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On December 17, 2019 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As the evidence was not served to the Landlord, it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Landlord be granted an Order of Possession?

Background and Evidence

Prior to the discussion of any of the merits of the Landlord's Application for Dispute Resolution, the Agent for the Landlord and the Tenant mutually agreed to settle all issues in dispute in the Landlord's Application for Dispute Resolution under the following terms:

- The tenancy will end, by mutual agreement, on January 31, 2020;
- The Tenant will vacate the rental unit by January 31, 2010; and
- The Landlord will receive an Order of Possession for the rental unit, effective January 31, 2020.

This settlement agreement was summarized for the parties on at least two occasions and both parties at the hearing indicated they agreed to resolve this dispute under these terms.

The parties both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that all issues in dispute in the Landlord's Application for Dispute Resolution have been settled, in accordance with the terms of the aforementioned settlement agreement.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlord an Order of Possession that is effective **at 1:00 p.m. on January 31, 2020**. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 13, 2020

Residential Tenancy Branch