



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL

### Introduction

This hearing was scheduled in response to the landlords' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an Order of Possession for landlord's use (2 Month) pursuant to section 49 and 55 of the *Act*.

The landlord GVD attended on behalf of both landlords, the tenant AR also attended the hearing and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified the tenant was served the Notice of Dispute Resolution Proceedings (Notice) on the door on December 18, 2019. There was some dispute between the parties of the date of receipt of the Notice of Dispute Resolution documents. I find that all parties have been served in accordance with section 89 of the *Act*.

The tenant confirmed receipt of the landlord's evidentiary package after it was sent to the tenant by way of Canada Post Registered Mail. The tenants are found pursuant to section 88 of the *Act* to have been served with this package in accordance with the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for landlord's use pursuant to sections 49 and 55 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, the relevant and important aspects of the tenant's and landlord's claims and my findings are set out below:

The tenant testified that the tenancy began in February 2012. There are no records indicating the exact dates of the tenancy. Monthly rent is \$1200.00 and is payable the first of each month.

The landlord testified that the tenant was served with a Two Month Notice to End Tenancy for Landlord's Use (the "Notice") on November 08, 2019 by posting it on the tenant's door. The landlord testified that the property has been sold and the new owners do not wish to continue with the tenancy and wish to move into the rental property.

The Notice indicates an effective move-out date of January 31, 2020. As of the date of this hearing, the tenant continues to reside at the rental unit.

### Settlement

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant AR agrees to move out of the rental unit on February 1, 2020 by 1:00 p.m.
2. The landlords agree to pay back the tenant's security deposit for the sum of \$600.00 on February 1, 2020.
3. The parties agreed the effective date of end of tenancy would be February 1, 2020.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession. The parties agree that the tenant is to vacate the rental unit by 1:00 P.M. on February 1, 2020 and the landlord is to serve this Order of Possession immediately and enforce it on February 3, 2020 if the tenant refuses to vacate the rental unit.

If the tenant fails 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: January 29, 2020

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Residential Tenancy Branch