



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

An Order of Possession for One Month's Notice("Notice") for cause pursuant to section 47 of the *Act*.

Authorization to recover the filing fee for this application pursuant to section 72

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenants confirmed receipt of the landlord's application for dispute resolution and evidentiary package after it was sent to the tenants by way of Canada Post Registered Mail. The parties 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 cause pursuant to section 47 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 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 landlord's claims and my findings are set out below:

The landlord testified that the tenancy began on June 01, 2019. Monthly rent is \$1600.00 and is payable the first of each month. A security deposit of \$800.00 is held in Trust by the landlord. The landlord testified and confirmed that the tenant was served with (the "Notice") by posting on the door and sending it registered post on February 7, 2020.

The Notice indicates an effective move-out date of February 29, 2020. As of the date of this hearing, the tenants continue 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.

All parties agreed to the following final and binding settlement:

1. The tenants CS and MRS agree to move out of the rental unit by Sunday March 15, 2020 by 1:00 p.m.
2. The parties agree that the landlord keeps the \$800.00 security deposit for payment of rent up to March 15, 2020. No further rent is due. The tenants owe a Nil balance for rent.
3. The Condition Inspection will be conducted by Property Agent RD on March 15, 2020.
4. The tenants agree to leave the rental unit reasonably clean and remove their personal possessions from the garage and rental unit.

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.

Landlord and tenants testified that they understood that the above agreement was being made and was binding and enforceable. The parties agreed the effective date of end of tenancy would be March 15, 2020.

In support of this settlement and with the agreement of both parties, I grant the landlord an order of possession pursuant to section 55 of the *Act*. If the tenants fail to comply with this order the landlord may file, the order in the Supreme Court of British Columbia and be enforced as an order of that Court.

Conclusion

This settlement 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 agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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: March 10, 2020

Residential Tenancy Branch