



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPL

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 48 and 55;

The landlords attended with their lawyer SS ("the landlord"). The tenant attended.

No issues of service were raised. I find the Applicant served the Respondent as required under the Act.

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 22 minutes.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The tenancy between the parties will end at 4:00 PM on May 31, 2020, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord;
2. The parties shall arrange a condition inspection on May 31, 2020 and shall deal with the return of any security deposit at that time;
3. Providing that the tenant vacates the unit by 4:00 PM on May 31, 2020, the tenant is not required to pay rent for the months of March, April and May 2020;
4. If the tenant does not vacate the unit by 4:00 PM on May 31, 2020, the tenant shall immediately pay rent for the three months of March, April and May 2020 in the amount of \$1,000.00 each (\$3,000.00 in total) to the landlord.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

The parties are still bound by all the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the Act, and the associated regulations.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the following order:

I issue to the landlord an Order of Possession dated May 31, 2020 to be served on the tenant **ONLY** if the tenant fails to abide by the terms set out in this settlement agreement. Should the landlord be required to serve this Order on the tenant and should the tenant or anyone occupying the premises 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: April 27, 2020

Residential Tenancy Branch