



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPL, 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 four month notice to end tenancy for Demolition, Renovation, or Conversion to Another Use 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 parties represented themselves. As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she had not filed any evidence of her 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 the required permits in hand to end the tenancy?

### **Background and Evidence**

The background facts are generally undisputed. Prior to moving in the tenant paid a security deposit of \$387.00. On January 28, 2020, the landlord served the tenant with a four month notice to end tenancy. 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 they 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:

- The tenant agreed to move by 1:00 pm on July 08, 2020.
- The landlord agreed to allow the tenancy to continue until 1:00 pm on July 08, 2020. An order of possession will be issued to the landlord effective this date.
- The tenant agreed to allow the landlord to retain \$100.00 from the security deposit of \$387.00 towards the recovery of the filing fee.
- Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of this dispute for both parties.

Pursuant to the above agreement and section 55(2) I am issuing a formal order of possession effective by 1:00 pm on July 08, 2020. The Order may be filed in the Supreme Court for enforcement.

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 by **1:00 pm on July 08, 2020**. The landlord may retain \$100.00 from the security deposit.

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: July 06, 2020

---

Residential Tenancy Branch