



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPB, FF

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession pursuant to s.55 of the *Residential Tenancy Act* and for a monetary order for the filing fee pursuant to s.72 of the *Residential Tenancy Act*.

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. The landlord was accompanied by legal Counsel.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the landlord entitled to a monetary order?

### **Background and Evidence**

The tenancy started in November 2013 for a fixed term of one year. At the end of the fixed term the parties entered into another fixed term tenancy agreement. A copy of the tenancy agreement was filed into evidence. The landlord testified that a vacate clause was inserted into the agreement as his parents wished to move in at the end of the fixed term. The landlord initialled the vacate clause box, but the tenant did not. The tenant wrote "NO" in the box.

The landlord's reasons for wanting the tenancy to end were discussed at length. 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 the parties settle their dispute during the hearing, 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:

1. The tenant agreed to move out by 1:00 pm January 31, 2021.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm January 31, 2021.
3. An order of possession will be issued to the landlord effective this date.
4. The landlord agreed to allow the tenant to occupy the unit rent free in January 2021.
5. The landlord agreed that since this tenancy was ending for the landlord's use of property, the tenant is entitled to compensation pursuant to a s.49 notice which includes compensation pursuant to s.51 of the *Residential Tenancy Act*.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute.
7. The parties agreed to exercise any additional goodwill and spirit of cooperation necessary in regard to the above undertakings, which might be required to achieve a positive end to this landlord – tenant relationship.

Pursuant to the above agreement and section 55(2) of the *Residential Tenancy Act*, I am issuing a formal order of possession effective by 1:00 pm January 31, 2021. 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

**Conclusion**

I grant the landlord an order of possession effective by 1:00 pm January 31, 2021.

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: August 24, 2020

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Residential Tenancy Branch