



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC

Introduction

This hearing dealt with an application by the landlord for an order of possession pursuant to section 55 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. As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and testified that he mailed his evidence to the landlord by regular mail. The landlord stated that he did not receive the tenant's evidence. Therefore, the tenant's evidence was not used in the making of this decision. I find that the tenant was 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?

Background and Evidence

The tenancy started in March 2015. The monthly rent is \$960.00. The tenant agreed that he was served with a notice to end tenancy for cause on July 17, 2020 and that he did not dispute the notice.

The reason for the notice was discussed and during this discussion, 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 September 30, 2020.
2. The landlord agreed to allow the tenancy to continue until 1:00 pm September 30, 2020. An order of possession will be issued to the landlord effective this date.
3. The tenant agreed to pay rent for September 2020 in the amount of \$960.00 before 12:00 midnight this date (September 01, 2020) by e-transfer to the landlord.
4. The landlord agreed to accept rent on September 01, 2020 for use and occupancy only.
5. The tenant agreed to leave the unit in a clean and undamaged condition at the end of tenancy.
6. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

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 September 30, 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 September 30, 2020**.

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: September 01, 2020

Residential Tenancy Branch