



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros. Agencies Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- An Order of Possession based on a One Month Notice to End Tenancy for Cause (the One Month Notice); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by three agents for the Landlord (the Landlord's Agents) and one agent for the Tenant (the Tenant's Agent). The Tenant did not attend. The Tenant's Agent acknowledged that the Tenant received the Notice of Dispute Resolution Proceeding Package from the Landlord, including a copy of the Application and the Notice of Hearing, and raised no concerns regarding service or timelines. As a result, the hearing proceeded as scheduled. All testimony provided was affirmed.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Order(s).

During the hearing the Agents for both parties agreed that in response to service of the One Month Notice, the Tenant had given written notice to the Landlord that they would be moving out of the rental unit at the end of January 2021. As a result, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the tenancy will end on January 31, 2021, at 1:00 P.M. and the Tenant agrees to vacate the rental unit by that date and time.
2. The rights and obligations of the parties under the Act continue until the tenancy ends in accordance with this agreement.
3. The Landlord is entitled to retain \$100.00 from the \$475.00 security deposit held in trust by the Landlord for recovery of the filing fee, the balance of which must be dealt with in accordance with the Act.
4. The parties agree that this settlement agreement settles in full, the matters claimed by the Landlord in the Application.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the settlement agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord an Order of Possession, effective 1:00 P.M. on January 31, 2021, pursuant to section 63 of the Act. The Landlord is provided with the Order of Possession in the above terms, which should be served on the Tenant as soon as possible. Should the Tenant fail to comply with the Order of Possession and the terms of the settlement agreement set out above, the Order of Possession may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from them by the Landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 22, 2021

Residential Tenancy Branch