



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPC, FFL**

Introduction

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

- An order for possession under a One Month Notice pursuant to sections 47 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The tenants attended (“the tenant”). The landlord BB attended on behalf of both landlords (“the landlord”), All parties had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained. No issues of service were raised. I find the landlord served the tenant as required under the *Act*.

Recording

The parties were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

Delivery of Decision

Each party confirmed their email address to which a copy of the Decision will be sent.

Settlement

Before the conclusion of this 35-minute 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 1:00 PM on February 28, 2022, by which time the tenant and any other occupants will return vacant possession of the rental unit to the landlord.
2. The landlord is awarded \$100.00 for reimbursement of the filing fee which the landlord may deduct from the security deposit.

This Order must be read in conjunction with the above settlement agreement and **the Landlord must not seek to enforce this Order** on the tenant unless the tenant fails to meet the conditions of this agreement.

The settlement was fully discussed by the parties in the hearing.

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

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

Conclusion

This application is settled on the above terms. In support of the agreement described above, the landlord is granted an Order of Possession effective 1:00 PM on February 28, 2022 and after service on the tenant. The Landlord may serve and enforce this Order if the Tenant fails to move out as specified above.

This Order must be served on the tenants. The Order may be enforced in the Courts of the Province of BC.

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: December 14, 2021

Residential Tenancy Branch