



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act*, (the "Act.") for:

- An order of possession for Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49 and section 55 of the *Act*.

Both parties, the landlords and tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord testified the tenant was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on February 24, 2020. I find that this satisfied the service requirements set out in sections 88 and 89 of the *Act*, and find the tenant received the documents in accordance with section 90 of the *Act* on February 29, 2020.

Canada Post tracking number is listed on the cover page of this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to sections 49 and 55 of the *Act*?

Settlement

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the

hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement:

1. The tenant agrees to vacate the rental unit on June 30, 2020 by no later than 1:00 p.m.
2. The landlord is granted an Order of Possession effective June 30, 2020 at 1:00 p.m. should the tenant fail to vacate the rental unit.
3. The parties agree that the landlords and tenant will conduct a move out inspection on June 30, 2020 after 1:00 p.m.
4. The parties agreed that the landlord will refund the security and pet damage deposit back to the tenant on July 1, 2020 for the full amount if the landlord is satisfied that there is no damage to the rental unit.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlord and tenant testified that they understood that the above agreement is binding and enforceable. The parties agreed that the effective date to end this tenancy is June 30, 2020.

This settlement 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 agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

Conclusion

In support of this settlement agreement. I grant an Order of Possession to the landlord effective after service on the tenant. Should the tenant or anyone on the premises fail to vacate the premises on **June 30, 2020 at 1:00 p.m.** This Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: May 22, 2020

Residential Tenancy Branch