



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MT, CNC, OLC, ERP, RP, LRE, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for more time to do so. The tenant also applied for an order directing the landlord to comply with the *Act* and carry out repairs. The tenant applied for an order suspending the landlord's right to enter the rental unit and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard.

At the start of the hearing, I determined that the tenant had made his application in a timely manner and therefore did not require more time to do so. In addition, I dismissed the tenant's application for the recovery of the filing fee because he had not paid one.

### **Issue to be Decided**

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the other remedies that he is seeking in his application?

### **Background and Evidence**

The tenancy began on November 01, 2011. On November 22, 2012, the landlord served the tenant with a one-month notice to end tenancy for cause with an effective date of December 31, 2012.

The reasons for the notice were discussed at length. At the end of 90 minutes of testimony by both parties and a witness, 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 dispute resolution proceedings, 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. Both parties agreed to the following terms:

1. The tenant agreed to move out on or before 1:00p.m. on January 31, 2013.
2. The landlord agreed to allow the tenancy to continue till 1:00 p.m. on January 31, 2013.
3. The landlord will be issued an order of possession effective this date.
4. 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.
5. 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, I grant the landlord an order of possession effective on or before 1:00p.m. January 31, 2013. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective on or before **1:00p.m. on January 31, 2013.**

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: January 04, 2013.

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Residential Tenancy Branch

